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

MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
December 2, 2025

Public Notice Is Hereby Given that the **Midvale City Council** will hold a regular meeting on **December 2, 2025** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

Electronic & In-Person City Council Meeting
This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the City Council at Midvale.Utah.gov/PublicComment by 5:00 p.m. on December 1, 2025.**

The meeting will be broadcast on **You-Tube (Midvale.Utah.gov/YouTube)**

6:00 p.m. - REGULAR MEETING

I. GENERAL BUSINESS
- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Unified Fire Authority Report — ***[Chief Nathan Kay]***
- D. Community Building Community Presentation — ***[Mauricio Agramont]***

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

III. COUNCIL REPORTS
- A. Council Member Bonnie Billings
- B. Council Member Paul Glover
- C. Council Member Heidi Robinson
- D. Council Member Bryant Brown
- E. Council Member Denece Mikolash

IV. MAYOR REPORT
A. Mayor Dustin Gettel

V. CITY MANAGER REPORT
A. Matt Dahl

VI. CONSENT

A. Consider Minutes of November 18, 2025 — ***[Rori Andreason, H.R. Director/City Recorder]***

B. Consider **Resolution No. 2025-R-74** Establishing a Time and Place for Holding Regular City Council Meetings, Designate the Mayor Pro Tempore Schedule and Adopt the Holiday Schedule for the 2026 Calendar Year — ***[Rori Andreason, H.R. Director/City Recorder]***

C. Consider **Resolution No. 2025-R-75** Adopting the Amendments to the Midvale City Policies and Procedures Manual — ***[Rori Andreason, H.R. Director/City Recorder]***

D. Consider **Resolution No. 2025-R-76** Authorizing the Mayor to Enter into Retirement Plan Advisory Agreements with Group Benefit Services (GBS)— ***[Rori Andreason, H.R. Director/City Recorder]***

E. Consider **Resolution No. 2025-R-67** Adopting the Midvale City Parks, Trails, and Open Space Master Plan and its associated Impact Fees Facilities Plan (IFFP). — ***[Adam Olsen, Community Development Director]***

VII. ACTION ITEM

A. Consider **Ordinance No. 2025-O-23** Amending Midvale Municipal Code Section 10.6.150 Overnight Parking of Certain Vehicles Prohibited and Enacting Midvale Municipal Code Sections 10.16.160 Commercial Vehicle Parking Prohibited and 10.16.170 City Parking Facilities Regulations ***[Daniel VanBeuge, Deputy City Attorney]***

VIII. DISCUSSION ITEMS

A. Discuss Utah State Government Data Privacy Act — ***[Rori Andreason, H.R. Director/City Recorder]***

B. Discuss a Code Amendment to Midvale City Code Title 7 Chapter 04 Emergency Abatement to Ensure Compliance with Due Process Rights. — ***[Daniel Van Beuge, Deputy City Attorney]***

IX. POSSIBLE CLOSED SESSION

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

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

X. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days advance notice of the meeting. TTY 711

The agenda was posted in the City Hall Lobby, on the City's website at Midvale.Utah.gov and the State Public Notice Website at pmn.utah.gov. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

Date Posted: November 26, 2025

Rori L. Andreason, MMC
H.R. Director/City Recorder

CITY COUNCIL MEETING
Minutes
Tuesday November 18, 2025

Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Dustin Gettel

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Bonnie Billings
Council Member Denece Mikolash
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Charlie Cressall, Deputy City Recorder; Garrett Wilcox, City Attorney; Jerimie Thorne, Deputy Public Works Director; Nate Rockwood, Assistant City Manager; Adam Olsen, Community Development Director; Wendelin Knobloch, Planning Director; Katie Thorne, Community Development Executive Assistant; Laura Magness; Communications Director; Chief April Morse, UPD; Chief Nathan Kay, UFA; and Juan Rosario, Systems Administrator.

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6:00 p.m. – WORKSHOP

- **PARK OPERATIONS AND SECURITY**

Jerimie Thorne and Chief Morse discussed the park operations and security including the vandalism of the bathrooms as well as criminal issues. Options to remedy the issues and concerns were discussed including lighting, cameras, and different public restrooms.

PENDING

Parks restroom operational issues

- **Our Main Park restrooms have become a serious problem and are often unusable due to:**
  - **Severe Vandalism- damage and graffiti.**
  - **Improper Use- bathing, washing clothes, disposing of food, toys, trash, etc., being flushed down toilets, creating repeated severe clogs.**
  - **Drug Paraphernalia, and groups loitering in the restrooms. A significant public health and safety issue.**
  - **Staff safety risk for employees locking up restrooms.**
  - **Deteriorating facilities.**

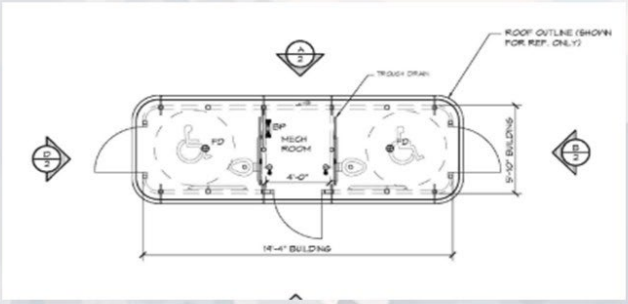
Near Breaking Point

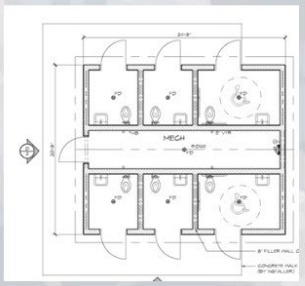
- 2025 Season notes:
  - **Forced to rent portable restrooms for six weeks due to vandalism and misuse.**
  - **783 hours were necessary to keep restrooms operational during the season, a 28% increase from the prior year.**
  - **We must permanently close restrooms near the Cemetery that have sewer laterals that are in such poor condition that we can no longer use them.**
  - **The extra hours used on the restrooms are taking away time available to operate and maintain the rest of our park facilities.**

2026 Operation Suggestions

1. Continue to operate status quo- (knowing the cemetery restrooms will be closed)
2. Use portable restrooms for the season- Cost $2260 per month(state contract), but would eliminate nightly closures and on-call OT.
3. Operate using plan 1 or 2 and seek a long-term solution to replace the restrooms with a design to discourage vandalism. Pre-fab units 150-300K per building, depending on type and design.

Examples-





6:30 p.m. – REGULAR MEETING

Mayor Dustin Gettel called the business meeting to order at 6:30 p.m.

I. GENERAL BUSINESS

A. Welcome and Pledge of Allegiance

B. Roll Call - Council Members Heidi Robinson, Denece Mikolash, Bryant Brown, Bonnie Billings, and Paul Glover were present at roll call.

C. UNIFIED POLICE DEPARTMENT REPORT

Chief Morse began with a statistics report, in October officers responded to 2,354 patrol calls resulting in 834 cases.106 calls were received by the shelter officer focusing on the unhoused population and areas around the corridor, resulting in 43 cases. There were 462 citations issued for October.

The Chief said that Canyons School District nominated one of Midvale's crossing guards, John Drew, as crossing guard of the week. Fox 13 News recognized him by filming him working at his crosswalk and giving him the recognition he deserves.

Chief Morse reported that the donation box in City Hall lobby has gathered 2200 items for the Connie Crosby Family Resource Shelter.

Four new Police Officers were sworn in today. They still need to conduct their field training work and training. It will be another nine weeks before we see them in the precincts. It's a good start to get the staffing levels where they should be. We have also purchased a new canine. He is currently in quarantine awaiting approval from the veterinarian; he will then go into training service.

The Chief said they have applied for a SAFG grant and also requested a Northstar DCB 5X7' dump trailer. The trailer will facilitate moving personal items of the unhoused population to a safe location as well as making camp cleanups easier.

D. YOUTH COUNCIL INTRODUCTIONS

The Youth Council introduced themselves to the Council and explained what a Youth Council does and what their committees are and how they work. They also said they have tours set up with Unified Police Department and Unified Fire Authority.

II. PUBLIC COMMENTS

Luke Maynes, Midvale Community Council Secretary, announced that the next Community Council meeting is tomorrow at 6 pm at the Tyler Library. The December meeting will be held on December 17th. They will be hosting a potluck party at that meeting and everyone is invited to attend.

III. COUNCIL REPORTS

A. Council Member Bonnie Billings – Congratulated Council members Mikolash and Brown, and Mayor Gettel for winning the election. She said they have a good group that is able to work together and make good decisions for the community.

B. Council Member Paul Glover – said his knee operation went well, and he thanked the city for the flowers. He also congratulated the winners of the election.

PENDING

C. Council Member Heidi Robinson - Congratulated those who won the election and thanked all the candidates that ran. She said she is looking forward to next few years.

D. Council Member Bryant Brown – Thanked everyone for the kind words on the election. Congratulated the other two for winning their races. He thanked the residents that voted and would like the voter numbers to increase.

E. Council Member Denece Mikolash – Thanked everyone for the kind words and thanked everyone for their support. It was an honor to earn the citizens police academy certificate. She also urged everyone to keep giving to the donation drive.

IV. MAYOR REPORT

A. Mayor Dustin Gettel thanked everyone for the kind words and thanked all the candidates that ran; he knows it's not easy to run for office. A reminder that the fall leaf pickup runs December 1st through the 4th. The bags available at City Hall are only for the leaf pickup and can be placed in bins at Midvale City Park and the Adams Street Dog Park.

V. CITY MANAGER REPORT

A. Matt Dahl had nothing to report.

VI. PUBLIC HEARINGS

A. RECEIVE PUBLIC COMMENT REGARDING THE SALE OF PROPERTY LOCATED AT 362 WEST CENTER STREET TO SALT LAKE COUNTY, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY, MIDVALE PARK OPERATIONS AND MAINTENANCE INTERLOCAL AGREEMENT, AND RIGHT OF FIRST REFUSAL.

Matt Dahl said on October 28, 2025, the Salt Lake County Council authorized the Administration to submit an offer to Midvale City for the purchase of approximately 2.561 acres of land at 362 West Center Street (Property), which is located at the southwest corner of Midvale City Park. The County intends to use this property to construct a new Salt Lake County library branch, replacing the aging Ruth Vine Tyler Library (Tyler Library). The County has previously determined that the Tyler Library is no longer viable to maintain and necessitates replacement. Seeing the need to ensure the success of the new branch, Salt Lake County and Midvale City staff have worked to prepare a proposal that would be acceptable to both the Salt Lake County Council and the Midvale City Council to bring the new branch to the Midvale City Park.

The offer before the City Council consists of three documents:

Agreement for Purchase and Sale of Real Property:

Property: 2.561 acres at 362 West Center Street

Purchase Price: $1,215,786

Termination of Existing Lease: Midvale City is to ensure that the property is not encumbered by existing leases. This term affects one existing lease, and the parties are prepared to amend the document if the sale of the Property is approved.

Closing Date: December 19, 2025

Conveyance: The Property will be transferred by Special Warranty Deed

City Retained Assets: Midvale City will retain ownership of the playground equipment and the electronic sign located on the Property

Midvale Park Operations and Maintenance Interlocal Agreement:

Public Access: The Property will remain open to the public for the duration of the agreement.

Operations & Maintenance: Midvale City will continue to operate and maintain the Property until Library construction begins or the agreement is terminated.

City Responsibilities at Termination: Prior to the agreement's termination, the City will remove and relocate the playground equipment, electronic sign, utilities, and irrigation infrastructure as needed.

Insurance: The City will maintain appropriate insurance coverage for all activities related to the operation and maintenance of the Property.

Design Input: The County will allow a designated City representative to provide input on matters related to the design of the library property.

Right of First Refusal:

Right Granted: Salt Lake County will grant Midvale City the first option to purchase the Property should the County decide to sell it in the future.

Purchase Terms: If exercised, the City would purchase the Property for $1 above any bona fide third-party offer.

Timeline: The City has 30 days to exercise its right after receiving notice of the County's Intent to sell the Property. The County then has 15 days to provide a title abstract. The City has 15 days to review the title, and closing will occur within 15 days after the review period.

Closing Costs: All closing costs will be paid by Midvale City.

PENDING

The County anticipates taking possession of the Property by the end of 2025. Throughout 2026, the County will focus on selecting an architect, conducting public outreach, and completing the library design. During this period, Midvale City will continue to operate the Property as part of Midvale City Park, maintaining full public access. The County will involve Midvale City in the design process to ensure compatibility with the surrounding park and any adjacent City projects.

The Midvale City Council is being asked to suspend the rules to accommodate the proposed timeline in the Purchase Agreement and consider and act on the County's offer to purchase the Property for the purpose of constructing a new Salt Lake County Library Branch.

Council Member Bryant Brown expressed concern that the community may have about the current Tyler Library property sitting vacant knowing that the County tends to sit on vacant properties and does nothing with them. He would like to know what the plans are for the old Tyler Library property.

Matt Dahl said the City has expressed interest in the Tyler Library property to the County. The County doesn't know what the plans are for the property yet and they are a few years away from having the new location built and ready to move in. The property is currently zones SF1 (single family) and has limitations on what can be built there.

Robin Chalhoub, Community Services Director, expressed appreciation for staff and for working with them to find a place to replace the Tyler Library and how to dispose of the old library. The County is looking forward to including the community in the design and construction of the new Tyler Library. She wants the residents to know they value them and want to create a meaningful safe location for them in the old library area.

Joey McNamee, Library Director of Salt Lake County, they are excited to build the new library next to and as part of Midvale Park. They will be operating the existing library on the existing property up to the move to the new building. They want the community to love and trust them and having a languishing property doesn't fit into that goal. She talked about how many people used the library over the last year including issuing 800 new library cards and over 176,000 items were checked out. She thanked everyone for helping them get to this point.

PENDING

Property Sale: 362 West Center Street

November 18, 2025

Background

New Library Construction
Salt Lake County plans to construct a new library branch to replace the aging Ruth Vine Tyler Library.

Land Acquisition
County Council authorized purchasing 2.561 acres at 362 West Senter Street from Midvale City to facilitate the new library construction.

Community Asset
City and County staff have been working on the details of the transaction and believe that the synergy of the park and and a new library branch will provide greater benefits to the community.

Agreement for Purchase and Sale of Real Property

Agreement for Purchase and Sale of Real Property

Property Sale Terms
Midvale City will sell 2.561 acres at 362 West Center Street to Salt Lake County for $1,215,786.

Closing Date and Transfer
Closing of sale is set for December 19, 2025, with ownership transferred via Special Warranty Deed.

Retention of Property
Midvale City will retain existing playground equipment and an electronic sign on the property after the sale.

Midvale Park Operations and Maintenance Interlocal Agreement

Ongoing Park Maintenance
Midvale City will operate and maintain the park until the new library construction begins, keeping it open to the public.

Asset Removal Responsibilities
The City is responsible for removing or relocating playground equipment, electronic signs, utilities, and irrigation systems before termination of the agreement.

Insurance and Liability
Midvale must maintain insurance for its operation of the property for the duration of the agreement.

Community Design Participation
A City representative will participate in the library design process to ensure alignment with community needs and park features.

Right of First Refusal

Repurchase Opportunity
Right of First Refusal allows Midvale City to repurchase property before any third-party sale occurs by matching the offer.

Timelines and Procedures
The agreement defines clear timelines for notice, review, and closing to ensure a transparent process.

Closing Costs Responsibility
Midvale City is responsible for all closing costs involved in repurchasing the property under this agreement.

MOTION: Council Member Paul Glover MOVED to open the public comment section of the hearing. The motion was SECONDED by Council Member Bryant Brown. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

Jason Baxter, said he lives in the neighborhood and thanked the city for working on this. He appreciates and knows that the library needs to be replaced. He likes the location being close to the schools and the park and expressed a need to look out for kids crossing Center Street to get to the new library. He has heard positive feedback from neighbors about this project.

Davie Bird, manager of the library, said it's been an honor to be the manager for the last nine years. He said he's not planning to go anywhere. He will make sure the public will have a lot of input in the project and he also has the same concerns about the busy street. This new library will serve the same residents they are currently serving three times over. He thanked Midvale City and the residents of Midvale.

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

ACTION: CONSIDERATION OF RESOLUTION 2025-R-66 APPROVING THE SALE OF PROPERTY LOCATED AT 362 WEST CENTER

STREET TO SALT LAKE COUNTY, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY, MIDVALE PARK OPERATIONS AND MAINTENANCE INTERLOCAL AGREEMENT, AND RIGHT OF FIRST REFUSAL.

Council Member Bryant Brown said he is excited about the new library and said they have plans to make the road safer to cross.

Mayor Dustin Gettel said he would like to have a page on the city website regarding project updates, including this library.

Council Member Heidi Robinson said she is also extremely excited about this new library, and she thinks the location is great and will give a new space to hold events.

Council Member Bonnie Billings too expressed excitement at the new library and believes this will be such an asset to the community.

Council Member Denece Mikolash agreed with the excitement surrounding this project.

Council Member Paul Glover agreed this will be a great asset to the community.

MOTION: Council Member Bonnie Billings MOVED to Approve Resolution 2025-R-66 Approving the sale of property at 362 West Center Street to Salt Lake County, and Authorizing the Mayor to Execute the Agreement for Purchase and Sale of Real Property, Midvale Park Operations and Maintenance Interlocal Agreement, and Right of First Refusal. The motion was SECONDED by Council Member Bryant Brown. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**

The motion passed unanimously.

B. RECEIVE PUBLIC COMMENT ON THE MIDVALE CITY PARKS, TRAILS, AND OPEN SPACE MASTER PLAN AND ITS ASSOCIATED IMPACT FEES FACILITIES PLAN.

Adam Olsen said Midvale City was awarded financial assistance through a Transportation and Land Use Connection (TLC) grant for a Parks, Trails, and Open Space Master Plan. This plan is the first of its kind for Midvale, providing comprehensive analysis and recommendations for the City's parks and open space network, including preparation of an Impact Fee Facilities Plan (IFFP), a required step in the preparation and

PENDING

implementation of a Parks Impact Fee Analysis for the collection of development impact fees for the expansion of the City's parks and open space network.

Throughout 2025, staff worked with MHTN and Zions Public Finance (consultant groups) identifying and inventorying the City's public open space and park network, along with associated improvements and amenities. This analysis was used for preparation of an IFFP in anticipation of future park impact fees. The plan identifies areas of Midvale underserved by the park and open space network, proposes strategies for park acquisition, improvement, and expansion to better serve all of Midvale.

MHTN will present the plan and its findings to the City Council. The plan was unanimously recommended for approval by the Planning Commission at their October 22, 2025 meeting.

Ryan Wallace, architect, planner, and overall manager of the project, they have been working on this project since the beginning of the year and have taken the time to speak with the community members and key stakeholders.

Brittany Findley, public engagement crew, she presented the community engagement highlights and the survey statistics and takeaways.

Ryan Wallace presented the statistics of what type of areas Midvale Residents feel are most important to them in the community.

Jonathan Considine, Zions Public Finance, presented the Impact Fees Facility Plan (IFFP).

Matt Ryan, BFRC, expressed his appreciation for the willingness to invest in the future of parks for the city.

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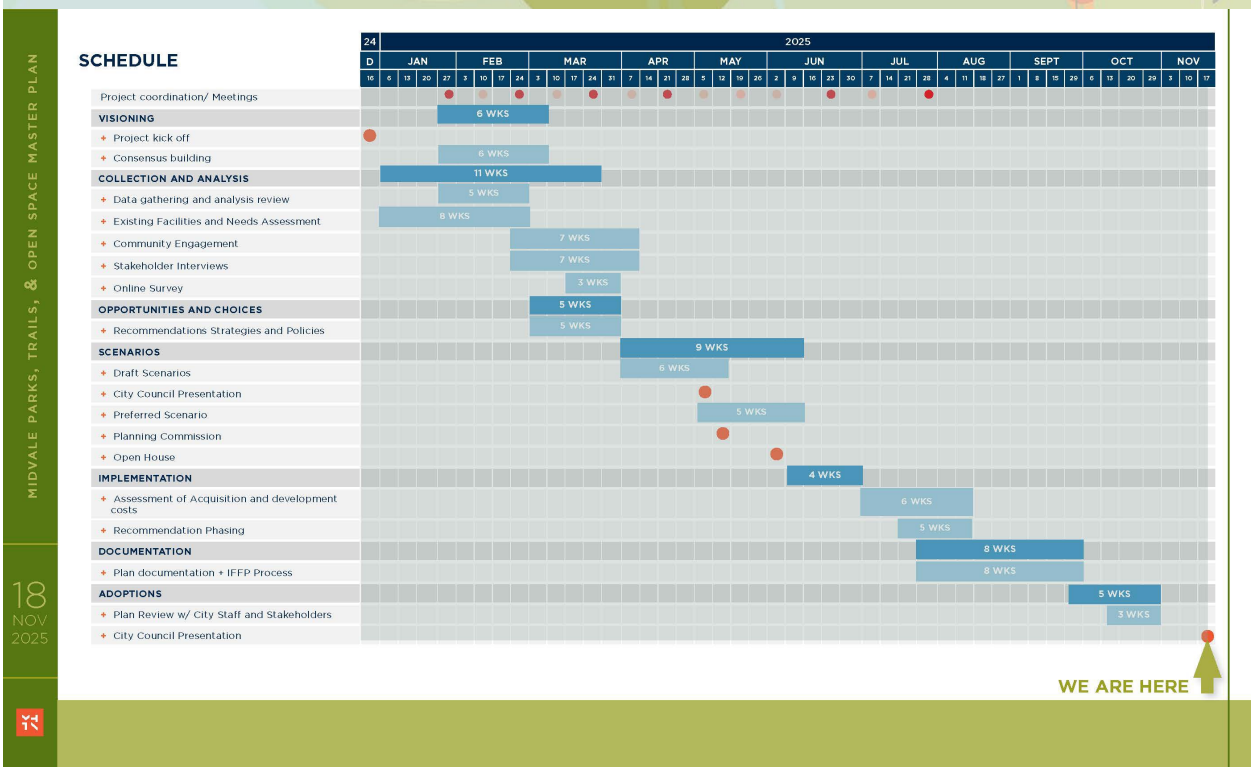
Public Feedback
Recommendations
Draft Plan


MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN
18 NOV 2025
14
SCHEDULE
2025
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEPT
OCT
NOV
Project coordination/ Meetings
VISIONING
6 WKS
+ Project kick off
+ Consensus building
6 WKS
COLLECTION AND ANALYSIS
11 WKS
+ Data gathering and analysis review
5 WKS
+ Existing Facilities and Needs Assessment
8 WKS
+ Community Engagement
7 WKS
+ Stakeholder Interviews
7 WKS
+ Online Survey
3 WKS
OPPORTUNITIES AND CHOICES
5 WKS
+ Recommendations Strategies and Policies
5 WKS
SCENARIOS
9 WKS
+ Draft Scenarios
6 WKS
+ City Council Presentation
+ Preferred Scenario
5 WKS
+ Planning Commission
+ Open House
IMPLEMENTATION
4 WKS
+ Assessment of Acquisition and development costs
6 WKS
+ Recommendation Phasing
5 WKS
DOCUMENTATION
8 WKS
+ Plan documentation + IFFP Process
8 WKS
ADOPTIONS
5 WKS
+ Plan Review w/ City Staff and Stakeholders
3 WKS
+ City Council Presentation
WE ARE HERE

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

COMMUNITY ENGAGEMENT HIGHLIGHTS

- 234 Public Survey Responses
- 400+ Flyers & Collateral Distributed
- One-on-one Meetings
- Focus Group Sessions
- Tabling Events
- Open House – Los Muros on Main (150+ interactions at the booth)

SOURCE: HORROCKS

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COMMUNITY ENGAGEMENT HIGHLIGHTS

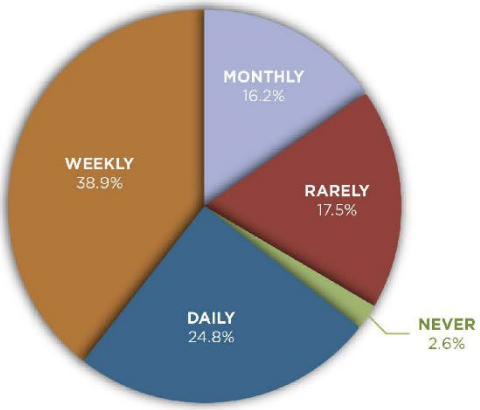
MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

KEY SURVEY TAKEAWAYS

How often do you or your family use Midvale's parks, trails, or recreational spaces?

Approximately 25% of respondents use Midvale's parks, trails or recreational spaces daily.



KEY SURVEY TAKEAWAYS

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

KEY SURVEY TAKEAWAYS

What factors prevent you from using parks and recreational spaces in Midvale?

The most noted barrier to park use was limited accessibility, including lack of sidewalks or safe crossings connecting to open spaces.

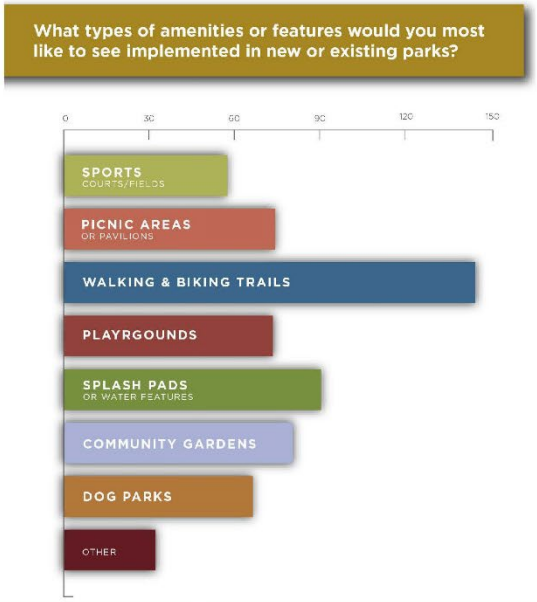
KEY SURVEY TAKEAWAYS

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

KEY SURVEY TAKEAWAYS

The most requested amenity was the addition of walking and biking trails throughout the city.



KEY SURVEY TAKEAWAYS

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

KEY SURVEY TAKEAWAYS

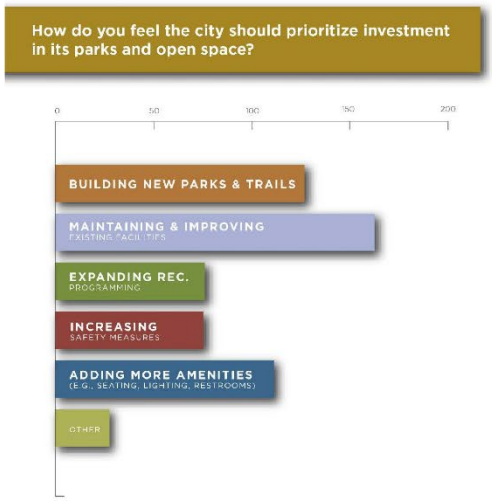
Are there specific areas or neighborhoods in Midvale that you feel lack adequate access to parks or recreational spaces?

East Midvale (east side of 900 E & Near Union Park)

- **Need for improved pedestrian and bike access for Union Park**

Between 300 E to 700 E & I-215 to 7200 S

- **Noted as having no public green space or parks**
- **Lack of places for children and community gatherings**

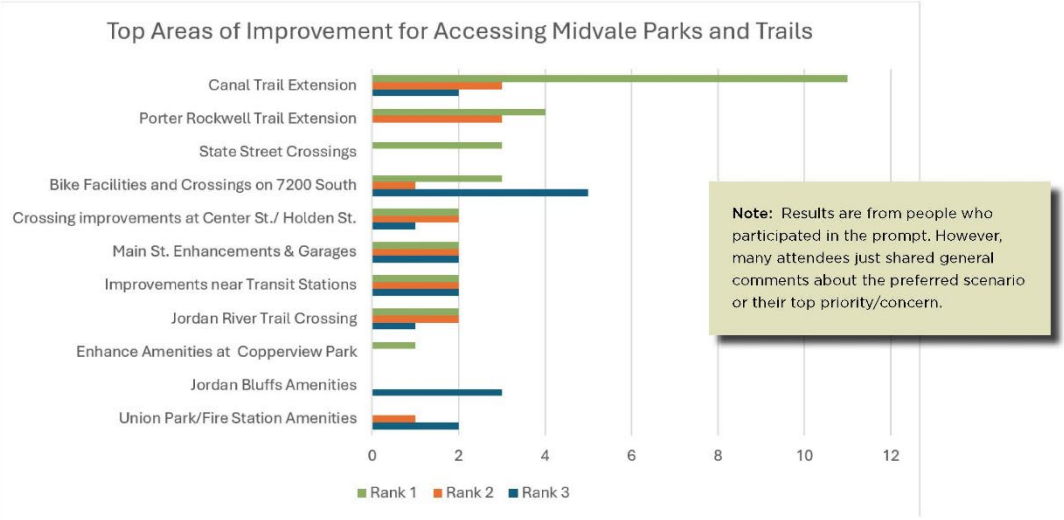


KEY SURVEY TAKEAWAYS

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

What areas are most important to focus on to improve access to parks and trails in Midvale? Write or share your top 3 choices, rank them, and why.

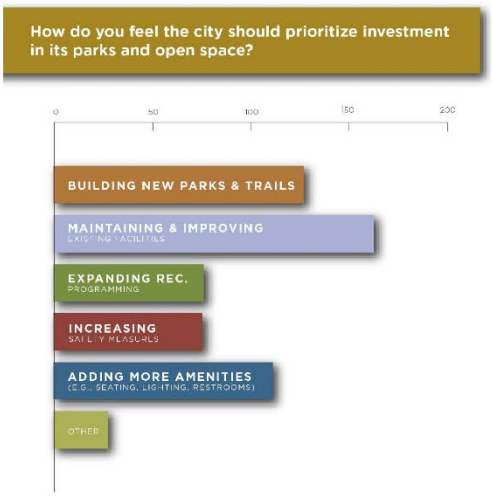


PUBLIC ENGAGEMENT: LOS MUROS ON MAIN - 06.07.25

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

How do you feel the city should prioritize investment in its parks, trails, and open space. Vote for your top 3 choices.



PUBLIC ENGAGEMENT: LOS MUROS ON MAIN - 06.07.25

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

Other Comments:

- Generally, focus more investments on parks or trails enhancements to the east where there are gaps in service
- Improve crossings across major corridors and across the Jordan River
- Incorporate more amenities (seating, tables, dog park amenities, shade)
- More signage and opportunities for fitness challenges (mile markers, designated jogging routes, etc.)
- Improve walking experience along Center Street especially near the underpass
- Maintain existing facilities and expand recreational services
- Focus improvements and amenities towards Jordan Bluffs Regional Park

PUBLIC ENGAGEMENT: LOS MUROS ON MAIN - 06.07.25

VISION STATEMENT

Midvale's parks and open space system will meet the City's unique needs by providing all residents safe access and strengthened connectivity to a diverse network of high-quality parks, plazas, and linear open spaces, featuring a wide variety of amenities to enhance community identity, health, and quality of life.

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

GUIDING PRINCIPLES	GOALS
CONNECTIVITY & ACCESS	Provide a safe and comfortable, continuous, unbroken network.
	Improve access to be comfortable and intuitive for all abilities and age groups.
	Overcome barriers throughout the community: highways, railroads, wide streets.
	Improve signage, physical maps and digital maps to inform what parks and amenities are available and where.
	Address ADA access improvements where feasible.
INNOVATIVE & MULTIPURPOSE USE OF SPACE	Prioritize the needs of the community.
	Consider creative infill solutions such as rooftops and amenity decks.
	Provide a health benefit in every space.
	Develop a standardized approach to improvements within the right of way, such as park strips.
	Creatively use low maintenance solutions.
	Provide new amenities currently missing in Midvale.
RESILIENCE & ENVIRONMENTAL STEWARDSHIP	Update Midvale's codes to require drought resistant, water-wise, and cost efficient plant materials.
	Establish Memorandums of Understanding (MOUs) with owners and agencies to ensure maintenance.
	Track Midvale's legal responsibilities and environmental regulations.
	Improve maintenance practices and make them sustainable.
	Establish clarity on the level of maintenance for publicly owned facilities.

GUIDING PRINCIPLES	GOALS
COMMUNITY-CENTERED & INCLUSIVE PLANNING PROCESS	Utilize community-based organizations as a source for volunteers and/or participants.
	Consider local religious organizations and community groups for communications/outreach.
	Transparency about the costs of making improvements.
	Incorporate historical landmarks and events.
	Incorporate bilingual communications.
	Better communicate the names and locations of parks with signage.
CLEAR PATH TO IMPLEMENTATION	Consider funding for all phases: Start-up, pre-design, design, bid, construction, maintenance, and operations.
	Improve outsourced maintenance. Consider community-based outsourcing.
	Secure ongoing funding. To apply for grants regularly.
	Promote community buy-in (pay for ongoing initiatives).
	Track life-cycle of projects and what happens post-implementation.
	Create clear phasing and buy-in on projects with everyone on-board at the city level.
	Be mindful of future land acquisition opportunities.
	Leverage public-public partnerships where possible: County-owned recreation center and parks, library, etc.

GUIDING PRINCIPLES AND GOALS

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

EXISTING LEVEL OF SERVICE (LOS)

- **The Impact Fee Facilities Plan (IFFP) considers only system-wide park and trail facilities for the purpose of calculating impact fees.**
- Existing service levels are based on the 2025 levels of service in the City for parks and trails.
- **Project-wide park and trail facilities cannot be used** to establish levels of service eligible to be maintained through

PARKS: EXISTING LOS

The **City manages a total of 79.55 park acres**, most of those park acres are either not owned by the City or are jointly owned by the City and another entity.

A **total of 20.67 park acres are impact-fee eligible acres.** This results in a standard of **0.54 park acres per 1,000 persons.**

TRAILS: EXISTING LOS

For trails, the City has a total of **416,064 square feet of asphalt trails and 356,400 square feet of concrete trails.**

10.94 square feet of asphalt trails per capita
9.37 square feet of concrete trails per capita

PARKS LOS COMPARISON (ACRES PER 1,000 PEOPLE)

CITY	LEVEL OF SERVICE
MURRAY	4.209
TAYLORSVILLE	1.25
SOUTH SALT LAKE	0.71
KEARNS	0.559
MIDVALE	**0.54**
MILLCREEK	0.439

SOURCE: ZPFI

Existing and Proposed Impact-Fee Eligible Levels of Service

	Existing LOS	Proposed LOS
Parks	0.54	0.54
Asphalt Trails	10.94	10.94
Concrete Trails	9.37	9.37

SOURCE: ZPFI

EXISTING LEVEL OF SERVICE

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

MEETING GROWTH DEMANDS

- **Declining service levels** that will occur in the City due to the projected population growth in the next ten years if no new facilities are added.
- In order **to maintain the existing level of service**, the projected population growth attributed to new development over the next ten years will require the construction of new facilities in the amount of $1,794,685.

+/- 4,820 PEOPLE
PROJECTED POPULATION GROWTH (2025 -2035)

SOURCE: MIDVALE CITY, ZPFI

*Impacts to Service Levels Due to New Development If No Improvements Are Made

	2025 Service Levels	2035 Service Levels	Investment LOS 2025 per Capita	Investment LOS 2035 per Capita
Parks	0.54	0.48	$281.69	$250.00
Asphalt Trails	10.94	9.71	$43.78	$38.85
Concrete Trails	9.37	8.32	$46.87	$46.87

SOURCE: MIDVALE CITY, ZPFI

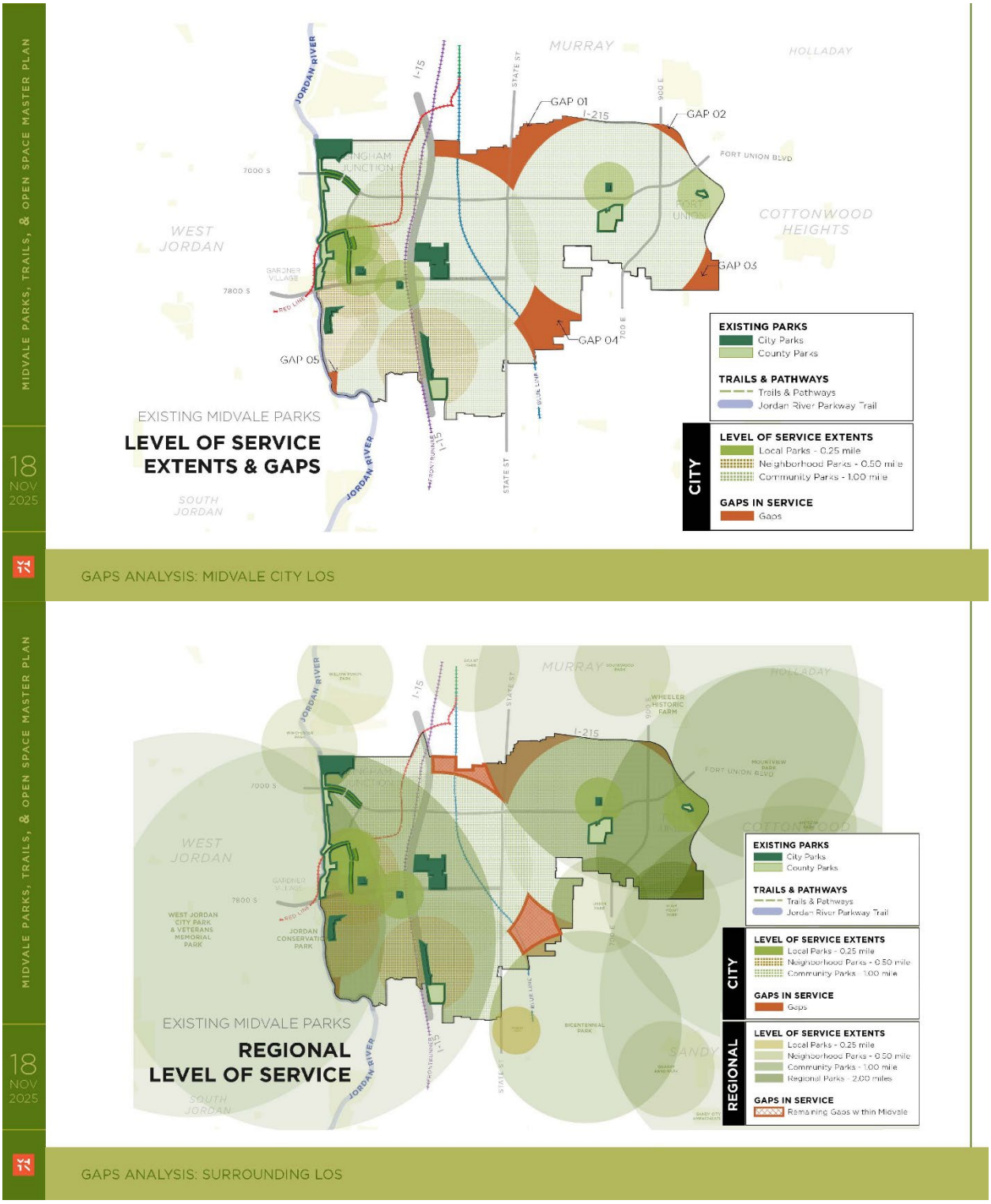
Service levels are shown in terms of acres per 1,000 persons for parks, square feet per capita for trails and in terms of cost per capita.

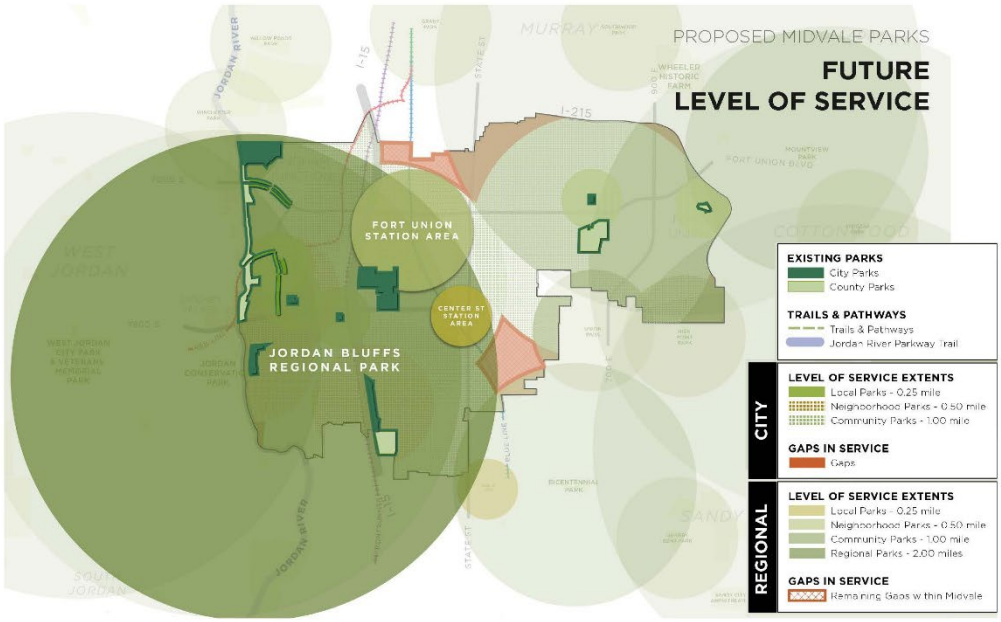
New Facilities Costs Needed to Meet the Demands of New Growth, 2025-2034

Parks (acres, with improvements, per 1,000 persons)	$1,357,750
Asphalt Trails (square feet per capita)	$211,003
Concrete Trails (square feet per capita)	$225,932
Total (System Parks and Trails)	**$1,794,685**

SOURCE: MIDVALE CITY, ZPFI

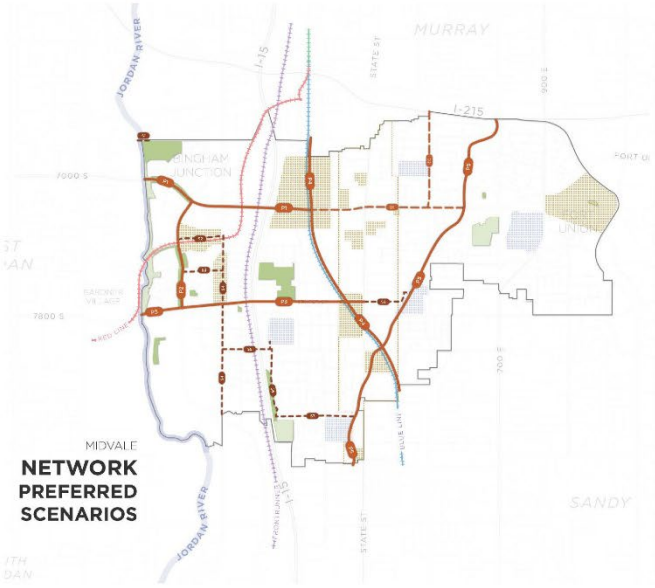
MEETING GROWTH DEMANDS


MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN
18 NOV 2025
EXISTING MIDVALE PARKS
LEVEL OF SERVICE EXTENTS & GAPS
GAP 01
GAP 02
GAP 03
GAP 04
GAP 05
MURRAY
HOLLADAY
COTTONWOOD HEIGHTS
WEST JORDAN
SOUTH JORDAN
JORDAN RIVER
I-15
I-215
STATE ST
FORT UNION BLVD
7000 S
7800 S
900 E
700 E
EXISTING PARKS
City Parks
County Parks
TRAILS & PATHWAYS
Trails & Pathways
Jordan River Parkway Trail
CITY
LEVEL OF SERVICE EXTENTS
Local Parks - 0.25 mile
Neighborhood Parks - 0.50 mile
Community Parks - 1.00 mile
GAPS IN SERVICE
Gaps
GAPS ANALYSIS: MIDVALE CITY LOS
MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN
18 NOV 2025
EXISTING MIDVALE PARKS
REGIONAL LEVEL OF SERVICE
WHEELER HISTORIC FARM
WEST JORDAN CITY PARK & VETERANS MEMORIAL PARK
JORDAN CONSERVATION PARK
BICENTENNIAL PARK
SANDY
EXISTING PARKS
City Parks
County Parks
TRAILS & PATHWAYS
Trails & Pathways
Jordan River Parkway Trail
CITY
LEVEL OF SERVICE EXTENTS
Local Parks - 0.25 mile
Neighborhood Parks - 0.50 mile
Community Parks - 1.00 mile
GAPS IN SERVICE
Gaps
REGIONAL
LEVEL OF SERVICE EXTENTS
Local Parks - 0.25 mile
Neighborhood Parks - 0.50 mile
Community Parks - 1.00 mile
Regional Parks - 2.00 miles
GAPS IN SERVICE
Remaining Gaps within Midvale
GAPS ANALYSIS: SURROUNDING LOS



FUTURE LEVEL OF SERVICE MAP

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN
18 NOV 2025



PREFERRED SCENARIO

NETWORKS

- Primary Networks
  - **P1** 7200 South
  - **P2** Bingham Junction Blvd
  - **P3** Center Street
  - **P4** Porter Rockwell Trail
  - **P5** Jordan Canal Trail
- Desired Networks
  - **D1** 7200 South Extension
  - **D2** 300 East
- Secondary Networks
  - **S1** Jordan River Pedestrian Bridge
  - **S2** Red Line
  - **S3** Tuscany View
  - **S4** Main Street
  - **S5** 8000 South
  - **S6** Adams Street
  - **S7** Princeton Drive

KEY AREAS

- Schools (Canyons SD)
- Project Areas

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

SHORT TERM PHASE (0-2 years)	MEDIUM TERM PHASE (2-5 years)	LONG TERM PHASE (5-10+ years)
HIGH-PRIORITY AND READILY ACHIEVABLE IMPROVEMENTS	MORE COMPLEX PROJECTS THAT MAY INVOLVE MULTI-PHASE CONSTRUCTION OR COORDINATION	VISIONARY GOALS THAT REQUIRE SIGNIFICANT INVESTMENT, COLLABORATION, OR CHANGES IN POLICY OR INFRASTRUCTURE.
TRAILS • Center Street Shared-Use Path • 7720 South Neighborhood Byway **PARKS** • Founders Point • Jordan River Open Space • Adams Street • Seghini Park • Bingham Junction Park	**TRAILS** • Bingham Junction Boulevard Buffered Bike Lane & Sidepath • Main Street Streetscape Improvements • Adams Street Neighborhood Byway • 300 East Neighborhood Byway **PARKS** • Fire Station Park • Florentine Villas • San Moritz Park • Jordan Bluffs Park	**TRAILS** • 7200 South Sidepath & Separated Bike Lanes • Jordan & Salt Lake Canal Trail • Porter Rockwell Trail **PARKS** • Talavera Park • Midvale City Park • Midvale Fort Union Station Area • Midvale Center Station Area

ANTICIPATED TIME FRAME

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN

18 NOV 2025

TRAILS RECOMMENDATIONS

SOURCE: ALTA PLANNING + DESIGN

EXAMPLE: TRAIL NETWORK RECOMMENDATIONS

Pedestrian Refuge Island & Bioswale

Source: NACTO

Curb Extensions & Waterwise Landscaping

Source: Historic Elmwood Park

Curb Extension & Street Tree Planting

Source: City of Detroit

Neighborhood Traffic Circle & Waterwise Landscaping

Source: RSA Design Landscape Architects

Shared-Use Path & Landscaping

Source: The Epoch Times

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN
18 NOV 2025

PARKS AND OPEN SPACE RECOMMENDATIONS

03.40 | MIDVALE PARKS & OPEN SPACE MASTER PLAN

PARKS & TRAILS RECOMMENDATIONS | 03.41

EXAMPLE: EXISTING AND PROPOSED PARK CONDITIONS

IMPLEMENTATION AND MAINTENANCE

PHASED IMPLEMENTATION
Break larger projects into **manageable phases that can be built over time** as funding becomes available, allowing incremental improvements without overwhelming resources.

ADOPT-A-PARK OR TRAIL PROGRAMS
Encourage local organizations, businesses, or neighborhood groups to "adopt" a park or trail segment, **assisting with cleanup, maintenance, or minor enhancements.**

REVENUE-GENERATING AMENITIES
Incorporate amenities like concessions, event rentals, or community gardens with user fees to **offset maintenance costs and reinvest in the system.**

SHARED USE AGREEMENTS
Partner with schools, faith-based institutions, or private property owners to expand access to recreational spaces without the need for full acquisition or staffing.

CONSERVATION AND LOW-IMPACT DESIGN
Prioritize open space preservation and nature-based solutions that require **minimal infrastructure and maintenance** while offering **high ecological and recreational value.**

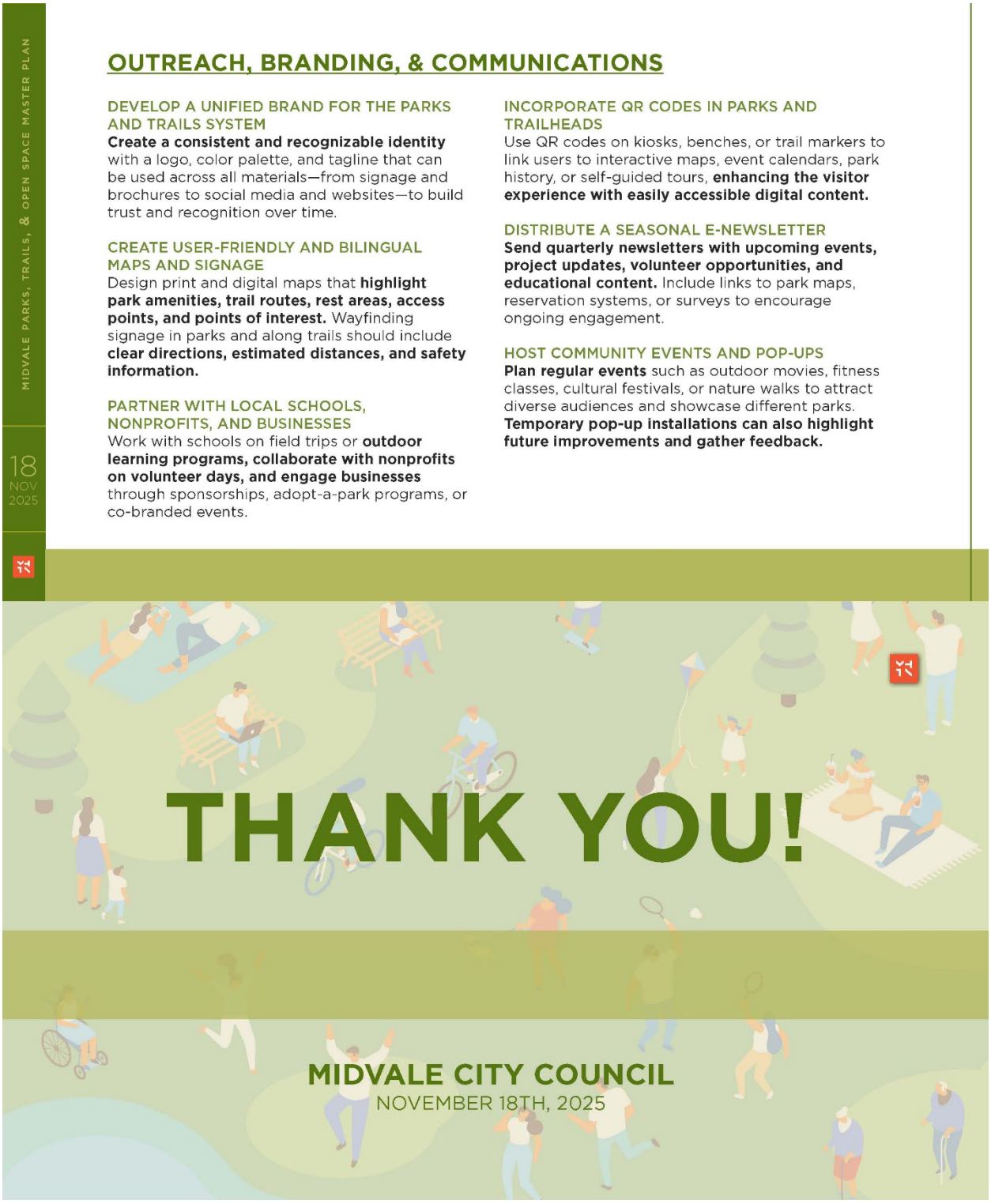
GRANT AND FOUNDATION SUPPORT
Regularly monitor grant opportunities from federal, state, and nonprofit sources and **dedicate time to building competitive applications for capital and programmatic funding.**

MIDVALE PARKS, TRAILS, & OPEN SPACE MASTER PLAN
18 NOV 2025

CONSIDERATION OF REVENUE SOURCES

GRANTS	The City is unaware of any potential grant sources for future park and trail developments. However, should it be the recipient of any such grants, it will then look at the potential to reduce impact fees. The City has no knowledge of any future parks or trails gifts that will be received by the City. Further, the City has conservatively excluded any gifted properties, or properties acquired through grant funds, in establishing its level of service used in the calculation of impact fees.
BONDS	The City has no outstanding bonds for parks, trails, or recreation; therefore, no credits for bonds will need to be considered in the calculation of impact fees.
INTERFUND LOANS	The City currently has no plans to purchase park, recreation, or trail facilities through any interfund loans and has not done so in the past.
TRANSFER FROM GENERAL FUND	To the extent that the City is able to generate net revenues in its General Fund, it may choose to transfer all or a portion of the net revenues to the City's capital fund. It is most likely that, if net revenues should be generated for park facilities, they will be used to raise existing service levels rather than offset the demands generated by new development which is anticipated to be offset with impact fees.
IMPACT FEES	Because of the growth anticipated to occur in the City, impact fees are necessary and are a viable means of allowing new development to pay for the impacts that it places on the existing system. This IFFP is developed in accordance with legal guidelines so that an Impact Fee Analysis for Parks and Trails may be prepared and the City may charge impact fees for Parks and Trails.
ANTICIPATED OR ACCEPTED DEDICATIONS OF SYSTEM IMPROVEMENTS	Any item that a developer funds must be included in the IFFP if a credit against impact fees is to be issued and must be agreed upon with the City before construction of the improvements.

SOURCE: ZPFI



Council Member Bryant Brown expressed his surprise to see on the map presented that the north area of Midvale needs access and a higher level of service.

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

Luke Maynes, Chair of recently formed Active Transportation Committee, said he liked seeing this plan and offered help from the Community Council with any kind of public feedback or anything else. The Community Council would like a copy of master plan.

Cali McMurtrey, Midvale resident, after seeing the level of services map that was presented, she had a small concern that a portion of Midvale is being left out. The access across I-15 is not being considered for the southwestern area of Midvale. Near the Copperview center there is no way to cross I-15 leaving the southern portion with less access to green areas for those neighborhoods. She asked if Midvale was planning to coordinate connectivity to the new UTA trails network.

Sue Armitage, Midvale resident and Active Transportation Committee member, said magnificent work on the plan and she appreciates the intent and the attention paid to various viewpoints for incorporating opportunities for recreation and greenspace.

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

Ryan Wallace said they could update the map graphic to include the level of service in the area identified. It could reveal what the level of service would look like because of the constraints caused by the freeway and its infrastructure. It could reveal an additional expansion of that southern gap.

The Council agreed to the change to the map and bring it back for approval.

ACTION: CONSIDER RESOLUTION NO. 2025-R-67 ADOPTING THE MIDVALE CITY PARKS, TRAILS, AND OPEN SPACE MASTER PLAN AND ITS ASSOCIATED IMPACT FEES FACILITIES PLAN (IFFP).

MOTION: Council Member Bryant Brown MOVED to table Resolution no. 2025-R-67 adopting the Midvale City Parks, Trails, and Open Space Master Plan and its associated Impact Fees Facilities Plan (IFFP) and move to consent agenda at the next meeting. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

PENDING

Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**

The motion passed unanimously.

C. RECEIVE PUBLIC COMMENT REGARDING AMENDMENTS TO SECTION 17-7-10.12.5 OF THE MIDVALE CITY MUNICIPAL CODE ENTITLED DEVELOPMENT REQUIREMENTS OF THE JORDAN BLUFFS SUBAREAS 1-3 ZONE RELATING TO PUBLIC ROAD STANDARDS.

Wendelin Knobloch said this code text amendment was triggered by an upgrade to the road cross section for the Tertiary Road that traverses the Large-Scale Master Plan for the View 78 Apartments Phases 1-2 (see Figure 1 Public Road Classification) for which the Planning Commission recommended approval on February 26, 2025 pending this amendment to the development code text, a Master Development Agreement for Jordan Bluffs, and the project specific development agreement. The Master Development Agreement was amended in June 2025, and the project specific development agreement is placed on the November 18, 2025, City Council Regular Session agenda together with the Large- Scale Master Plan and this code text amendment.

The developer proposes an 8-foot park strip or parallel parking, depending on the location along the Tertiary Road (see Figure 2 below and Large-Scale Master Plan). This is an upgrade to the road cross section that exceeds the minimum requirements in the ordinance which are a 5-foot parks trip without any requirements for providing parallel parking (see Figure 3).

Even though the city may be in favor of this upgrade the code language does not allow this flexibility without minor modifications. To clarify baseline requirements and ensure consistency, the term “at minimum” has been inserted where appropriate throughout the Development Requirements section of the Jordan Bluffs 1-3 zone (MMC 17-7-10.12.5.).

Public notice has been sent to affected entities as required in 17-3-9. B of the Municipal Code. No comments have been received by staff or the Planning Commission as of this writing. The Planning Commission unanimously recommended approval of this code text amendment.

<u>Zoning Code Text Amendment Criteria</u>

Midvale City Code 17-3-1(F) outlines the criteria necessary for amendments to the zoning code. A proposal may only be approved if it demonstrates one or more of the following:

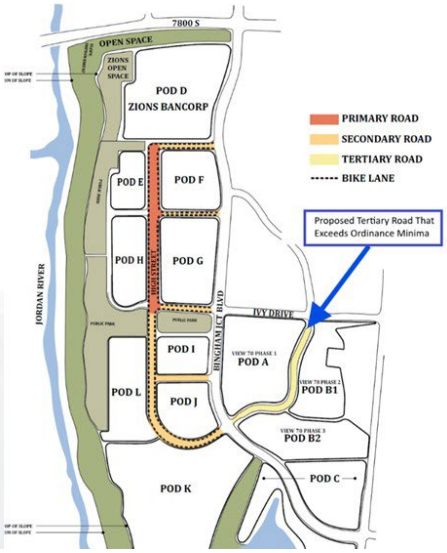
1. The proposed amendment promotes the objectives of the general plan and purposes of this title;
2. The proposed amendment promotes the purposes outlined in Utah State Code

10-9a-102;
3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or
4. Existing zoning code was the result of a clerical error or a mistake of fact.

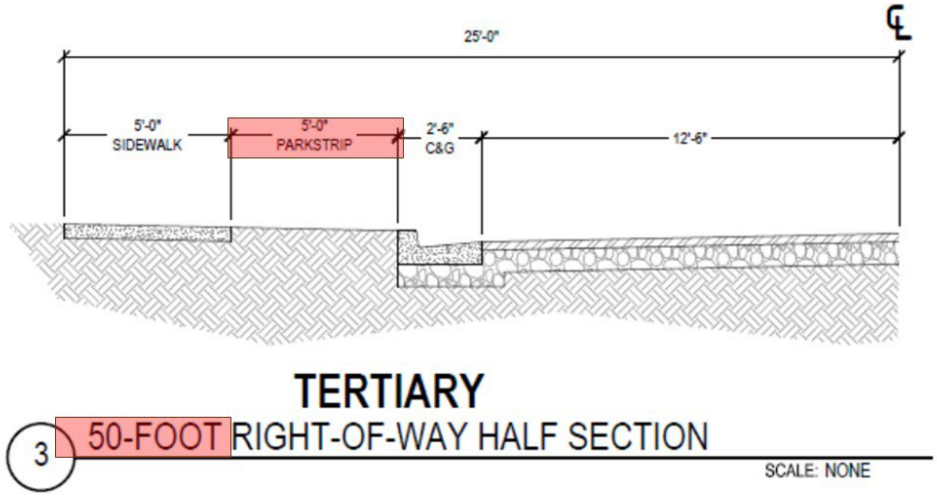
Staff finds that this proposal meets the third criterion listed above because it is the city's intent to provide optimal solutions for the transportation needs of its citizens and flexibility in the code language encourages innovation in the private sector.

Reason for Code Amendment

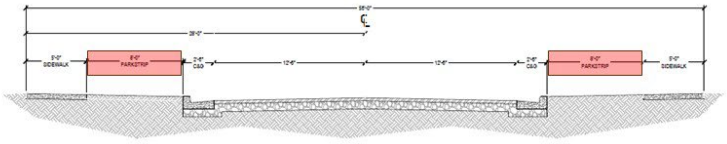
Figure 1 Public Road Classification



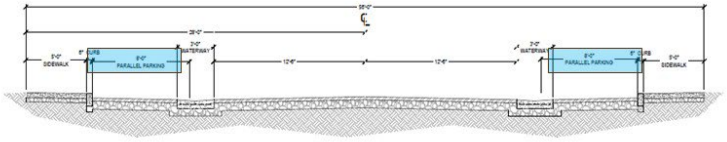
Current Tertiary Road Standard



Gardner/Wasatch Proposal

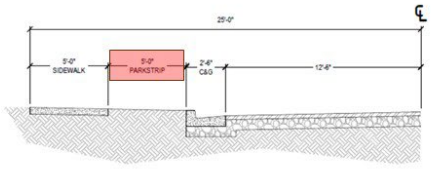


1 56-FOOT **SEGHINI DRIVE** RIGHT-OF-WAY W/OUT PARALLEL PARKING



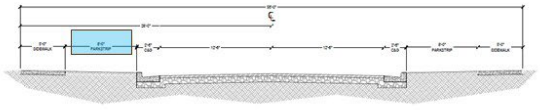
2 56-FOOT **SEGHINI DRIVE** RIGHT-OF-WAY W/ PARALLEL PARKING

Proposed Changes

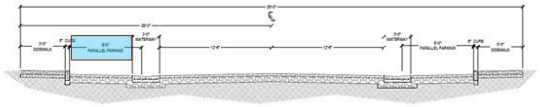


3 50-FOOT **TERTIARY** RIGHT-OF-WAY HALF SECTION

SCALE: NONE



1 56-FOOT **SEGHINI DRIVE** RIGHT-OF-WAY W/OUT PARALLEL PARKING

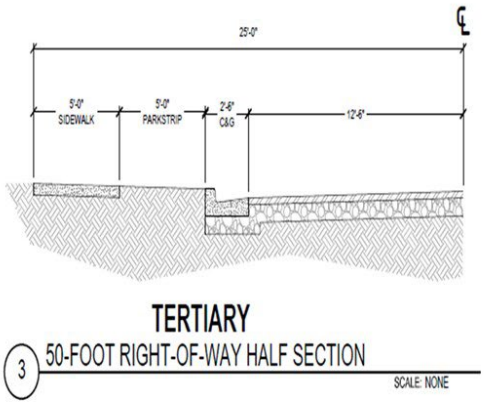


2 56-FOOT **SEGHINI DRIVE** RIGHT-OF-WAY W/ PARALLEL PARKING

Proposed Changes

6. *Tertiary Roads.* At a minimum, t~~T~~ertiary roads shall be designed and constructed to the specifications included in Figure 5.

Figure 5. Tertiary Road Cross Section



Text Amendment Criteria

Midvale City Code 17-3-1(F):

1. The proposed amendment promotes the objectives of the general plan and purposes of this title;
2. The proposed amendment promotes the purposes outlined in Utah State Code 10-9a-102;
3. The proposed amendment more clearly explains the intent of the original language or has been amended to make interpretation more straightforward; or
4. Existing zoning code was the result of a clerical error or a mistake of fact.

Council Member Bryant Brown asked if the entire length is so people can park on both sides or in some spots only?

Wendelin Knobloch said generally yes, and where there's no parking the park strip will be wider.

MOTION: Council Member Bryant Brown MOVED to open the public comment section of the hearing. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

There were no public comments.

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

Adam Langford, Wasatch Residential Group, as the road comes down and heads south they wanted to designate on street parking. It was a functional amendment as well as a design element with the townhomes with street facing front doors and porches.

ACTION: CONSIDER ORDINANCE NO. 2025-O-21 WHICH AMENDS SECTION 17-7-10.12.5 OF THE MIDVALE CITY MUNICIPAL CODE ENTITLED DEVELOPMENT REQUIREMENTS OF THE JORDAN BLUFFS SUBAREAS 1-3 ZONE RELATING TO PUBLIC ROAD STANDARDS.

MOTION: Council Member Heidi Robinson MOVED to Approve Ordinance No. 2025-O-21 which amends Section 17-7-10.12.5 of the Midvale City Municipal Code entitled Development Requirements of the Jordan Bluffs Subareas 1-3 Zone relating to public road standards with the finding noted in the staff report. The motion was SECONDED by Council Member Bryant Brown. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote.
The voting was as follows:

Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**

The motion passed unanimously.

D. RECEIVE PUBLIC COMMENT REGARDING THE LARGE-SCALE MASTER PLAN FOR THE VIEW 78 APARTMENTS PHASES 1 AND 2 LOCATED AT 795 W IVY DR IN THE JORDAN BLUFFS SUBAREAS 1-3 ZONE.

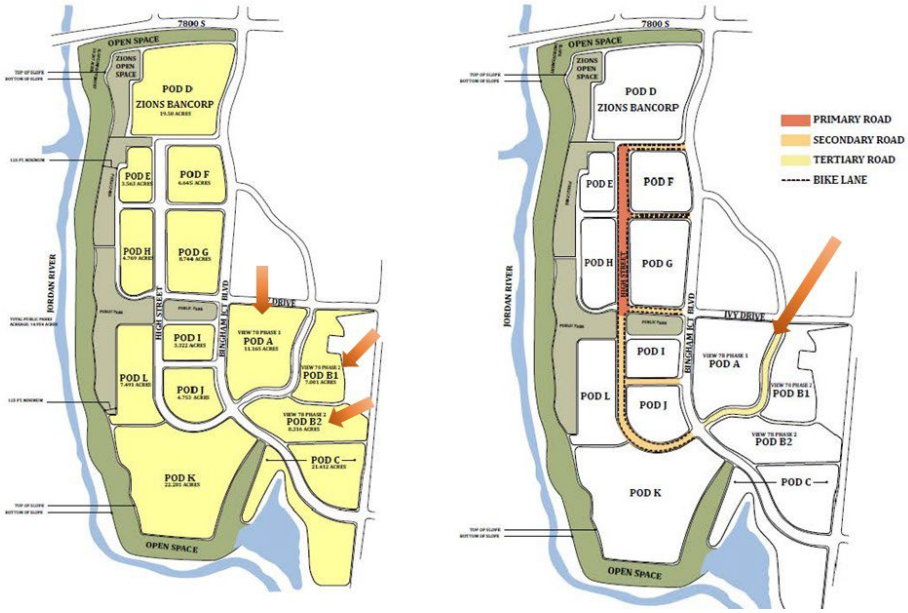
Wendelin Knobloch said the Large-Scale Master Plan for the View 78 Apartments Phases 1 and 2 provides an overview of the infrastructure and development layout for the site and has been carefully reviewed by staff and the Planning Commission and found

compliant with Midvale Municipal Code (MMC) Section 17-7-10.12.4. The project specific development agreement which details the developer's obligations is also placed on the November 18, 2025, City Council Regular Session agenda. Phase 1 of the project consists of 232 units in 58-plexes with twenty-eight townhomes, which will be followed by a second phase of ninety-six additional town home units.

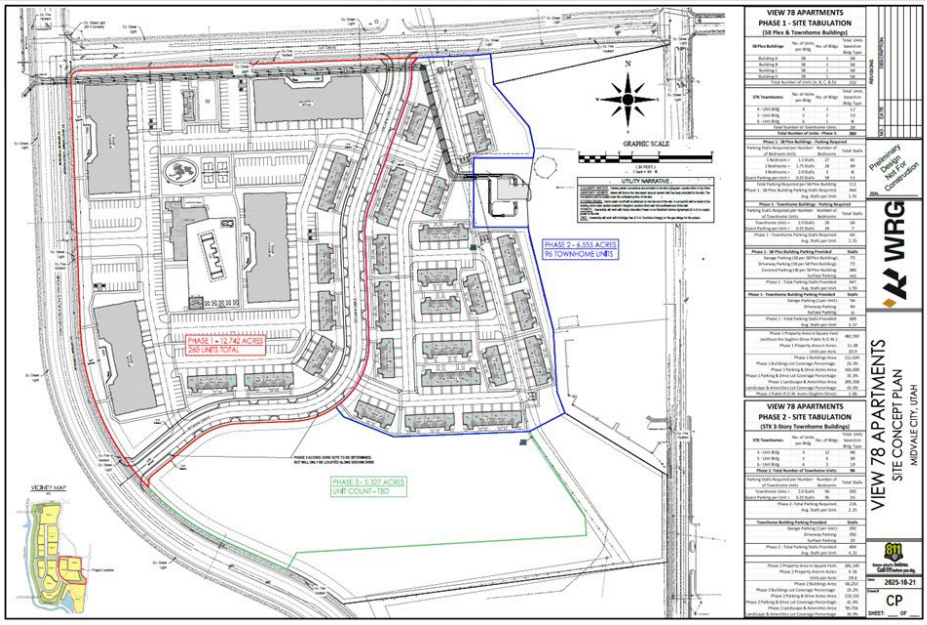
Public notice was sent to property owners within five hundred feet of the subject area as required
by MMC 17-3-9. No comment has been received by staff or the Planning Commission as of this writing. The Planning Commission unanimously recommended approval of the Large-Scale Master Plan.

Vicinity Map

Site Concept Plan-Pods



Site Concept Plan



Site Concept Plan

Elevations

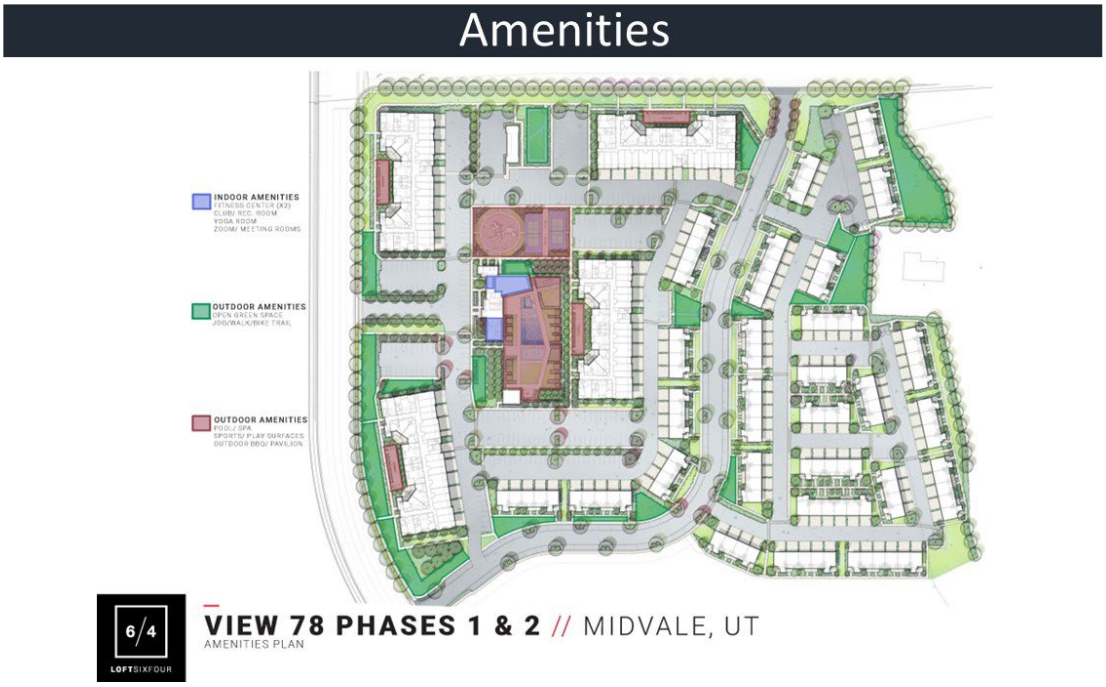
6 PLEX - EXTERIOR ELEVATION

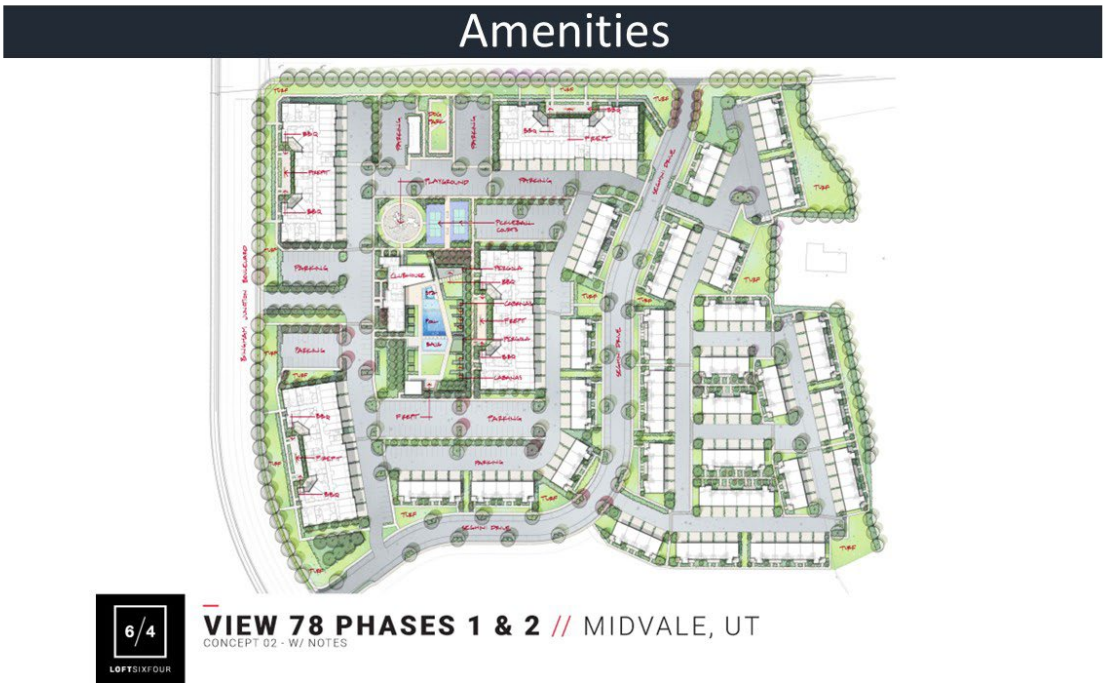
TOWNHOME DESIGN - WASATCH
STK ARCHITECTS
September 9, 2024

Landscaping

6/4
LOFTSIXFOUR

VIEW 78 PHASES 1 & 2 // MIDVALE, UT
PLANTING PLAN





Council Member Bryant Brown asked if this fits within zoning. He expressed his disappointment with the proposed plan. He said the area originally was supposed to be a fitness center and pool area. That was voted down by a previous council, then Real Salt Lake was going to move there to the benefit of kids' soccer use, and now the amenities that are being proposed are not going to be for public use. He doesn't like that this project will get the tax increment benefit and not be public. Residents don't feel like this project will benefit their neighborhood.

Dave Dennison, Gardner Group, said he's been working on this for several years and he appreciates Council Member Brown's comments. He explained that they worked for years on the previous plan and had to abandon it and start over. He believes that this plan is a better plan, it's less dense than previous plans and they've worked hard to enhance Seghini Drive.

Council Member Bryant Brown explained that he is not opposed to density, it's the lack of services and amenities provided to the area along with the density that is troubling. He wants more walkability.

MOTION: Council Member Bryant Brown MOVED to open the public comment section of the hearing. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

Luke Maynes thanked Council Member Bryant Brown for expressing the thoughts he also had. It's easier to think about walkability when you have somewhere to go. He appreciates the continued push for mixed use.

Candace Tarkeshian, mom, and Midvale resident, said she doesn't fear high density housing, but she does notice the need for more walkable spaces and affordable housing. She has adult children, one is disabled, that live at home because they can't afford to move out. Her disabled adult child also needs something accessible with the ability to access transportation.

Jason Baxter, Midvale resident, agreed with Council Member Bryant Brown. He would like to see some sort of retail outlet and reasons for people to be in the area. He has watched commercial businesses close and move elsewhere over the year. The nearest grocery store is miles away and must be driven to. He grew up in an area of Utah that had stores and places that kids could bike and walk to safely, this area of Midvale does not provide that kind of experience. He also has noticed that the schools that would serve this area are walking schools and there aren't good feeder roads to the area that would make getting to school easy.

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

Mayor Dustin Gettel said the Council and the developer hear the residents' concerns and shares them. He reminded everyone that there is a plan for a linear park to be built in that area and there are current amenities and future amenities that are and will be accessible to the public.

PENDING

Council Member Bryant Brown said that the amenities available now are city controlled and he thinks residents want to see other types of amenities like a coffee shop, dry cleaning, or a BBQ place to which they can walk.

Council Member Heidi Robinson said she would like to see some affordability plans in these projects.

Council Member Denece Mikolash also agreed with balancing out the mixed-use with the apartment and townhomes.

ACTION: CONSIDER APPROVING THE LARGE-SCALE MASTER PLAN FOR THE VIEW 78 APARTMENTS PHASES 1 AND 2 LOCATED AT 795 W IVY DR IN THE JORDAN BLUFFS SUBAREAS 1-3 ZONE.

MOTION: Council Member Heidi Robinson MOVED to Approve the Large-Scale Master Plan for the View 78 Apartments located at 795 W Ivy Dr in the Jordan Bluffs Subareas 1-3 zone with the finding noted in the staff report and subject to approval of a Development Agreement with PGM Jordan Bluffs, LLC. The motion was SECONDED by Council Member Paul Glover. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bryant Brown commented prior to his vote that he doesn't like it and he could vote no since it will pass. The reason he asked earlier is if this had to do with rezoning because the developers were right in the notion of property right versus not. He tries to not base his vote on what he thinks is politically correct. He is voting yes.

Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**

The motion passed unanimously.

VII. CONSENT AGENDA

A. CONSIDER MINUTES OF OCTOBER 21, 2025.

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

Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**

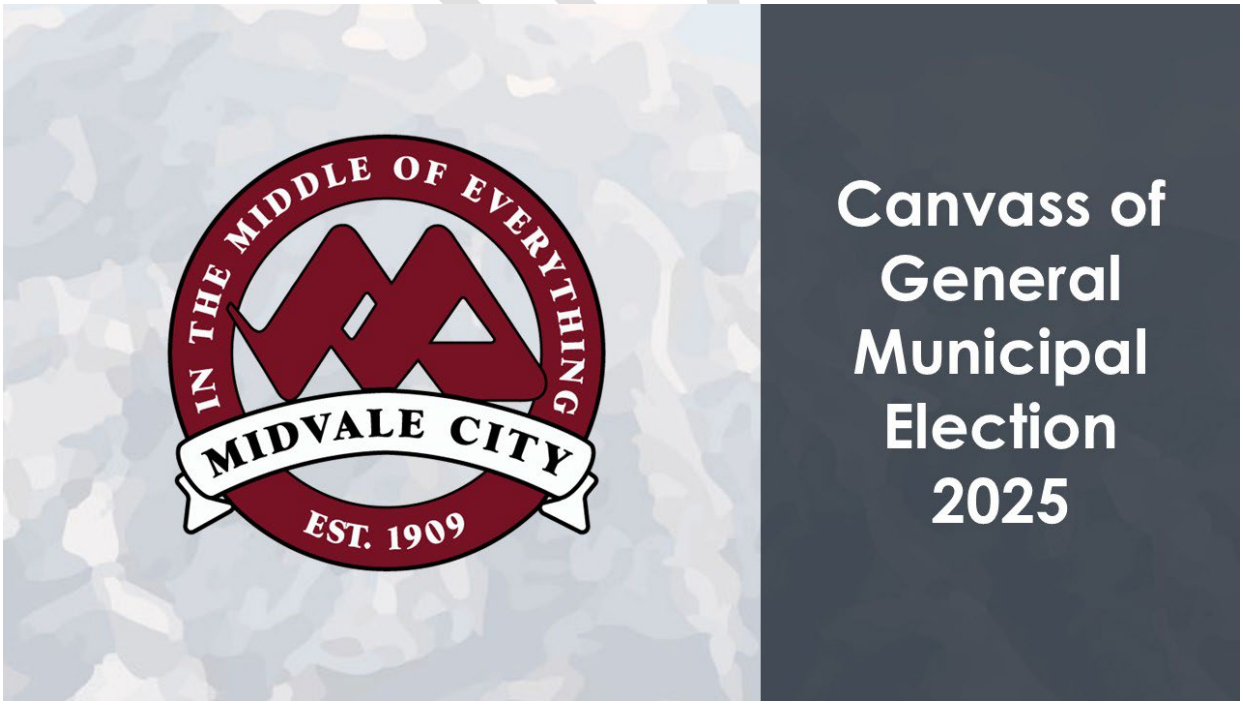
The motion passed unanimously.

VIII. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2025-R-68 ACCEPTING AND APPROVING THE RESULTS OF THE MUNICIPAL GENERAL ELECTION HELD NOVEMBER 4, 2025, AS SHOWN ON THE CANVASS REPORT.

Rori Andreason said the Mayor and City Council are the legislative body for Midvale City and comprise the Board of Municipal Canvassers pursuant to Utah Code §20A-4-301. Utah Code requires the Board of Municipal Canvassers to meet to canvass the returns of the Municipal General Election no sooner than 14 days and no later than 14 days after the election.

Salt Lake County has prepared the election results report for your review and approval. Any valid ballots received by 8:00 p.m. on election day were opened and added to the election results. She discussed the final canvass report received from Salt Lake County.



ELECTION REPORT

• Midvale City Council District 4

		Total
Times Cast	1,065 / 2,601	40.95%

Candidate	Total	
BRYANT BROWN	788	76.43%
RAINER LILBOK	243	23.57%
Total Votes	1,031	

• Midvale City Council District 5

		Total
Times Cast	782 / 2,631	29.72%

	Total	
DENECE MIKOLASH	505	66.53%
JAMIE STEVERSON	254	33.47%
Total Votes	759	

ELECTION REPORT

• Midvale City Mayor

Candidate	Votes	Round 1 Percentage	Transfer
BRANDEE BOYER	1,075	20.50%	0
DUSTIN GETTEL	3,193	60.90%	0
DAVID B FAIR	975	18.60%	0
Continuing Ballots Total		**5,243**	
Blanks	6		0
Exhausted	0		0
Overvotes	4		0
Non Transferable Total		**10**	

MOTION: Council Member Heidi Robinson MOVED to Approve Resolution No. 2025-R-68 Accepting and Approving the Results of the Municipal General Election held November 4, 2025, as shown on the Canvass Report. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

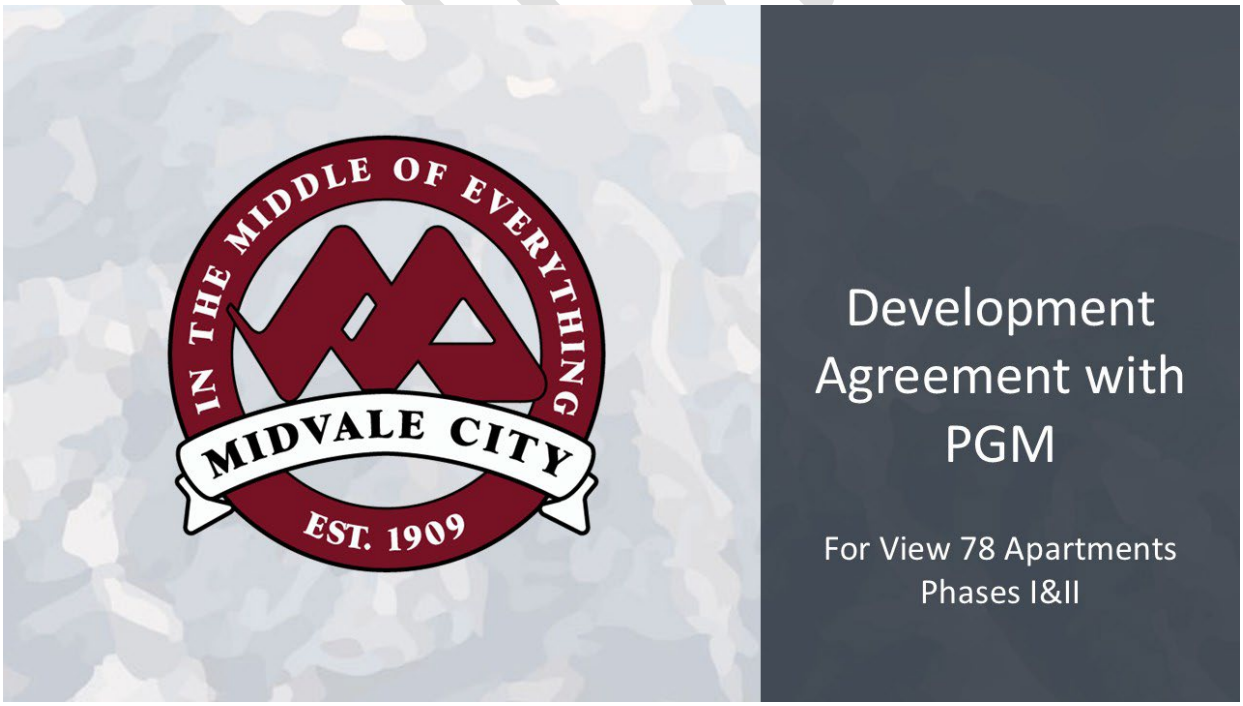
Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**

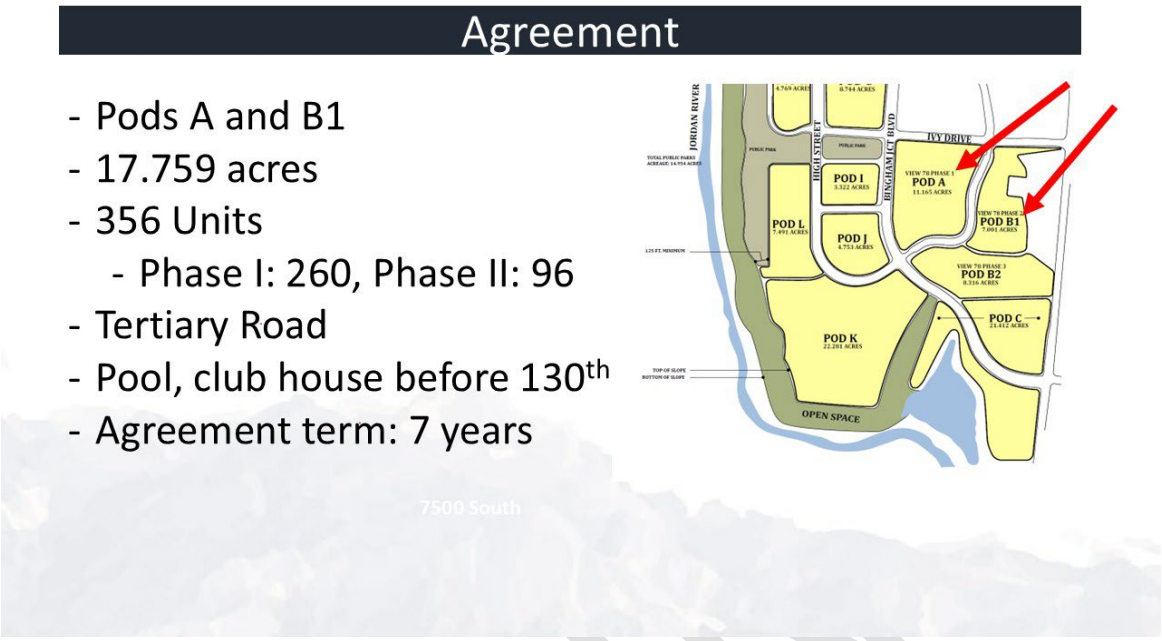
The motion passed unanimously.

MOTION: **Council Member Bryant Brown MOVED to Consider Action item C and come back to Action item B. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.**

B. CONSIDER RESOLUTION NO. 2025-R-71 AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH PGM JORDAN BLUFFS, LLC FOR THE DEVELOPMENT OF THE VIEW 78 APPARTMENTS PHASES 1&2 LOCATED AT 795 W. IVY DR.

Wendelin Knobloch said the Development Agreement with PGM Jordan Bluffs, LLC for the View 78 Apartments (see attachment) is a necessary step for project development in the Jordan Bluffs 1-3 zone (see MMC 17-7-10.12.2) and ensures project compliance with the underlying code provisions and adds an additional level of clarity and protection for both parties.





Council Member Bryant Brown asked if seven years was standard for something like this?

Wendelin Knobloch said it does seem kind of random. There isn't anything in state code or law that stipulates a time, some agreements are longer. The developer had a time period in mind and the staff thought it could be shorter, so they compromised in the middle.

MOTION: Council Member Bonnie Billings MOVED to Approve Resolution No. 2025-R-71 Authorizing the Mayor to Sign a Development Agreement with PGM Jordan Bluffs, LLC for the Development of the View 78 Apartments Phases 1&2 located at 795 W Ivy Dr with the Finding Noted in the Staff Report and Subject to Approval of the Large-Scale Master Plan for the Project. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

C. CONSIDER RESOLUTION NO. 2025-R-63 AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH MIDVALE MAIN PARTNERS, LLC, AND WAIVER OF THE ASSOCIATED ANNUAL RENT

FOR THE USE OF A NEWLY CONSTRUCTED BULB-OUT LOCATED ON THE EAST SIDE OF THE BUILDING AT 7598 S. MAIN ST., MIDVALE UT 84047.

Katie Thorne said the Midvale Main Partners, LLC (Jeff Beck), the property owner of the building located at 7598 S. Main St., wishes to enter into a right-of-way lease agreement which will allow for the use of a newly constructed permanent bulb-out to provide additional outdoor seating and dining options for patrons of the building located at 7598 S. Main St. This agreement has been reviewed by the city attorney. The key terms outlined in the agreement include:

- The approved use of the premises is for outdoor dining services.
- The City has determined that the use of the bulb out for outdoor dining services offsets the cost of the city's loss of use of the property and therefore waives the associated rent.
- The lease for use of a permanent bulb-out shall be in effect for a period of ten (10) years. The tenant shall have the option to extend the lease for two (2) additional, five (5) year terms.
- Tenant shall not make any improvements to the premises without first obtaining Midvale City's written consent. Any improvements approved by Midvale City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted unless approved by the City as part of an approved site plan.
- Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least One Million Dollars ($1,000,000) per combined single limit per occurrence and Three Million Dollars ($3,000,000) per aggregate for personal injury, bodily injury, and property damage. Midvale City shall be named as an additional insured by endorsement on each policy.
- This lease agreement pertains solely to the construction of the bulb-out within the public right-of-way. Any future placement of furniture, fixtures, or other materials within the leased area will be subject to review and administrative approval by City staff.

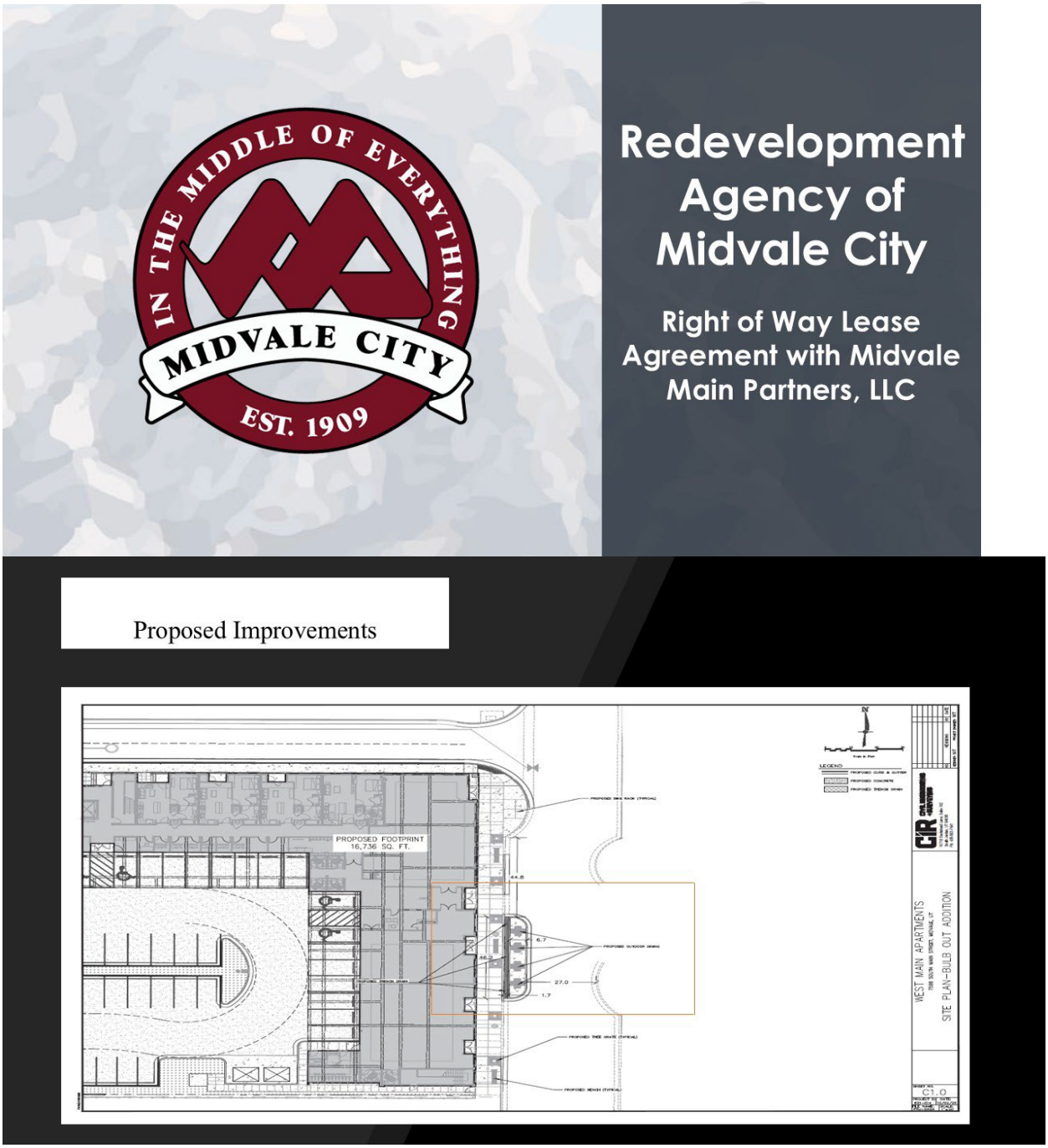
City staff support the execution of the agreement, as well as the request to waive the annual fee as the intended use provides an economic offset by fulfilling the City's goal of maintaining and furthering economic opportunities as well as enhancing the economic viability of Midvale City's Main Street area in the following ways:

- Enables opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities.
- Establishes new and creative opportunities to facilitate the Main Street experience for residents and visitors alike; and
- Provides preservation and enhancement of Midvale Main Street's character and the desire to strengthen the pedestrian experience along Main Street.

PENDING

Fiscal Impact:

The annual rent for two parking spaces is $1,820.00. City Staff believe that the waiver will yield a net benefit, as the expenses associated with the ongoing maintenance of the space by the tenant, improved usage, enhanced pedestrian safety, additional tax revenue, and strengthened character of the street will more than offset the annual rent of $1,820.00.



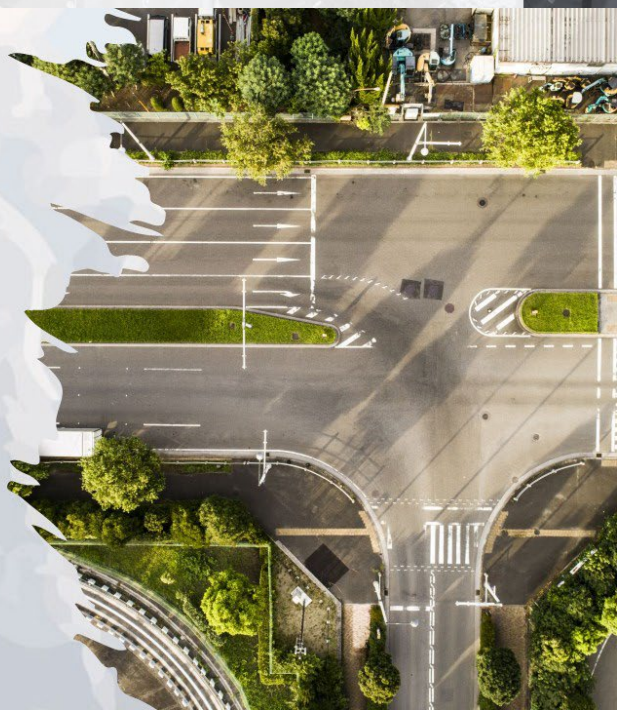
Key Terms of the Agreement

- The approved use of the premises is for outdoor dining services.
- The City has determined that that the use of the premises for outdoor dining services offsets the cost of the city's loss of use of the property and therefore waives the associated rent of $1,820.00.
- The lease for use of a permanent bulb-out shall be in effect for a period of ten (10) years. The tenant shall have the option to extend the lease for two (2) additional, five (5) year terms.
- Tenant shall not make any improvements to the premises without first obtaining Midvale City's written consent.
- Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance. Midvale City shall be named as an additional insured by endorsement on each policy.

Waiver of Annual Rent

- Per the terms of the proposed agreement, the City may at its discretion waive the required fee if a determination of an economic offset is established based on use. Staff believes there is an offset for the following reasons:
  - Enables opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities;
  - Establishes new and creative opportunities to facilitate the Main Street experience for residents and visitors alike; and
  - Provides preservation and enhancement of Midvale Main Street's character and the desire to strengthen the pedestrian experience along Main Street.

Fiscal Impact: Net benefit. City Staff believes that the annual rent of $1,820.00 the City will forego in annual rent will be more than offset by the enhanced use of the space.



MOTION: Council Member Bonnie Billings MOVED to Suspend the Rules and Approve Resolution No. 2025-R-63 Authorizing the execution of a Right-of-Way Lease Agreement with Midvale Main Partners LLC and waive the associated annual rent for the use of a newly constructed bulb-out located on the east side of the building at 7598 S. Main St, Midvale, Ut 84047. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**

The motion passed unanimously.

D. CONSIDER RESOLUTION NO. 2025-R-69 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR COMPENSATION FOR PROPERTY IMPROVEMENTS AND CONVEYANCES WITH ZACHARY P. ELDRIDGE AND LYNNDSEY E. ELDRIDGE IN CONNECTION WITH THE 2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT .

Kate Andrus said on July 22, 2025, the City Council approved an agreement with Beck Construction and Excavation (“Beck”) for the 2025 Roadway and Utility Improvement Project. As noted during that meeting, City staff have been coordinating with Rocky Mountain Power (“RMP”) to address the relocation or removal of power poles and lines that conflict with the new design of Stagg Street.

Since then, RMP has informed City staff that their design is complete and they are ready to proceed with the necessary improvements. As part of these improvements, RMP will need to install a switchgear box on the property located at 741 Smelter St, Midvale, UT 84047, which requires an easement. In addition, to enable sidewalk construction, the City will need to acquire additional right-of-way for maintenance purposes.

As a result of granting the right-of-way and easement, Zachary P. Eldridge and Lynndsey E. Eldridge ("Eldridges"), the property owners, will need to reconfigure their parking lot. Therefore, City staff recommends entering into the attached compensation agreement to address the inconvenience caused by acquiring the right-of- way and easement.

The main terms of the agreement include:

- Property Conveyance
  City shall compensate Eldridges $4,752 for property conveyed via Quit Claim Deed.

- Easement Grant
  City shall reimburse Eldridges $1,166 for granting an easement to Rocky Mountain Power.

- Parking Facilities
  - City shall pay all costs for striping parking stalls.
  - City shall reimburse Eldridges up to $1,950 for installing an ADA-compliant stall with a loading zone.

- Sign Relocation
  City shall either relocate the Big Mountain Barbell sign or reimburse Eldridges up to $7,780 for relocation.

- Air Conditioning Compressor Relocation
  City shall reimburse Eldridges $1,325 plus electrician fees, capped at $1,550 total, for relocating the air conditioning compressor.

FISCAL IMPACT: The proposed compensation agreement will result in a total estimated cost of $16,973. This cost will be funded through a combination of sources, including:

- State funds allocated under UCA 72-2-121,
- Main Street CDA funds, and
- Utility project bonding funds.

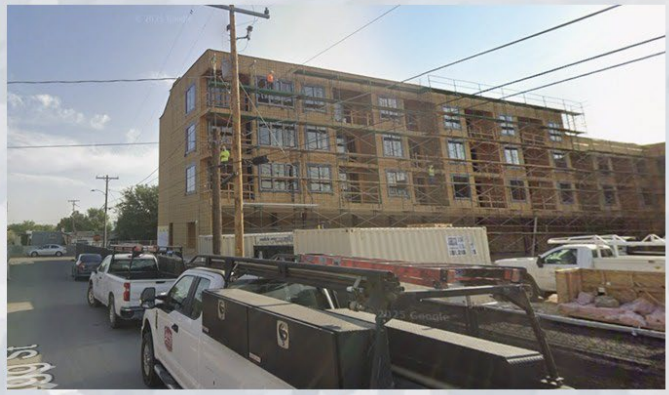
Under UCA 72-2-121, Midvale City receives $500,000 annually from the County of the First Class Highway Projects Fund, designated for roadway congestion and safety improvements. The City received its first allotment in FY22 and will continue to receive these funds for the next 15 years, totaling $7,500,000 over time.

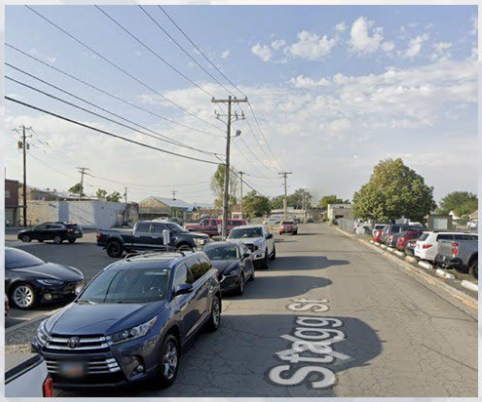
PENDING

Midvale City Council Meeting
November 18, 2025

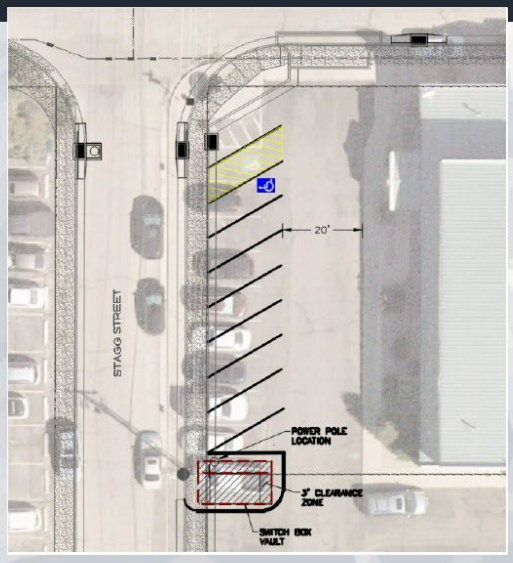
Compensation Agreement with Zachary P. Eldridge and Lynndsey E. Eldridge

Relocation and Removal of Power Poles





ROW & Easement



Terms of Agreement

ROW Property Conveyance
The City shall compensate the Eldridges $4,752 for property conveyed via Quitclaim Deed.
Rocky Mountain Power Easement
The City shall compensate the Eldridges $1,166 for granting an easement to Rocky Mountain Power.
Parking Facilities
The City shall compensate the Eldridges for restriping the parking lot.
Sign Relocation
The City shall either relocate the Big Mountain Barbell sign or compensate the Eldridges up to $7,780 to go towards the cost of a new sign.
Air Conditioning Compressor Relocation
The City shall reimburse the Eldridges for relocating the air conditioning compressor, up to $1,550.

Fiscal Impact

The proposed compensation agreement will result in a total estimated cost of $16,973. This will be funded through 2025 Roadway and Utility Improvement Project funds.

Recommended Motion:

"I move that we suspend the rules* and approve Resolution 2025-R-69 authorizing the Mayor to execute an Agreement for Compensation for Property Improvements and Conveyances with Zachary P. Eldridge and Lynndsey E. Eldridge in connection with the 2025 Roadway and Utility Improvement Project."

* The West Main Development expects completion by Dec. 19, 2025. To obtain occupancy, roadway improvements on Stagg Street and Depot Street must be finished by then. Suspending the rules lets the contractor meet this timeline and hopefully avoids delays that could block occupancy.

MOTION: Council Member Heidi Robinson MOVED to Suspend the rules and approve Resolution 2025-R-69 authorizing the Mayor to execute an Agreement for Compensation for Property Improvements and Conveyances with Zachary P Eldridge and Lynndsey E. Eldridge in connection with the 2025 Roadway and Utility Improvement Project. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Heidi Robinson Aye
Council Member Bryant Brown Aye
Council Member Denece Mikolash Aye
Council Member Bonnie Billings Aye
Council Member Paul Glover Aye

The motion passed unanimously.

E. CONSIDER RESOLUTION NO. 2025-R-70 AUTHORIZING THE MAYOR TO ENTER INTO A CUSTOMER REQUESTED WORK AGREEMENT WITH ROCKY MOUNTAIN POWER IN CONNECTION WITH THE 2025 ROADWAY AND UTILITY IMPROVEMENT PROJECT.

Kate Andrus said On July 22, 2025, the City Council approved an agreement with Beck Construction and Excavation ("Beck") for the 2025 Roadway and Utility Improvement Project. As noted during that meeting, City staff have been coordinating with Rocky Mountain Power ("RMP") to address the relocation or removal of power poles and lines that conflict with the new design of Stagg Street.

Since then, RMP has informed City staff that their design is complete and they are ready to proceed with the necessary improvements, pending the execution of a Customer Requested Work Agreement. To avoid delays in the completion of the 2025 Roadway and Utility Improvement Project, City staff recommends entering into the attached agreement with RMP.

Under the terms of the agreement, the City will be responsible for the following:

- Performing all necessary trenching and backfilling, and furnishing and installing all distribution transformer pads, conduit, and duct required by RMP.
- Establishing final grades for circuit routing, and placement of transformer pads, vaults, junction boxes, and other underground facilities as required by RMP.
- Installing and maintaining property lines and survey stakes.
- Refraining from making permanent surface improvements—except for curb and gutter—until RMP has completed installation of its facilities.
- Providing legal rights-of-way to RMP at no cost, using RMP's standard forms.

RMP will be responsible for all other services required to complete the scope of work. If approved, City staff will coordinate with Beck to execute a change order updating their contract to include trenching, backfilling, and installation of transformer pads, conduit, and duct.

FISCAL IMPACT: The balance owed to RMP for this work is $144,560.00. This cost, along with the additional work to be performed by Beck, will be funded through a combination of sources, including:

- State funds allocated under UCA 72-2-121,
- Main Street CDA funds, and
- Utility project bonding funds.

Under UCA 72-2-121, Midvale City receives $500,000 annually from the County of the First Class Highway Projects Fund, designated for roadway congestion and safety

improvements. The City received its first allotment in FY22 and will continue to receive these funds for the next 15 years, totaling $7,500,000 over time.

Main Terns

Under the terms of the agreement, the City will be responsible for the following:

- Performing all necessary trenching and backfilling, and furnishing and installing all distribution transformer pads, conduit, and duct required by RMP.
- Establishing final grades for circuit routing, and placement of transformer pads, vaults, junction boxes, and other underground facilities as required by RMP.
- Installing and maintaining property lines and survey stakes.
- Refraining from making permanent surface improvements—except for curb and gutter—until RMP has completed installation of its facilities.
- Providing legal rights-of-way to RMP at no cost, using RMP's standard forms.

RMP will be responsible for all other services required to complete the scope of work.

Fiscal Impact

The balance owed to RMP for this work is $144,560.00. This cost, along with the additional work to be performed by Beck, will be funded through a combination of sources, including:

- State funds allocated under UCA 72-2-121,
- Main Street CDA funds, and
- Utility project bonding funds.

MOTION: Council Member Heidi Robinson MOVED to Suspend the rules and approve Resolution 2025-R-70 authorizing the Mayor to enter into a Customer Requested Work Agreement with Rocky Mountain Power in connection with the 2025 Roadway and Utility Improvement Project. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**

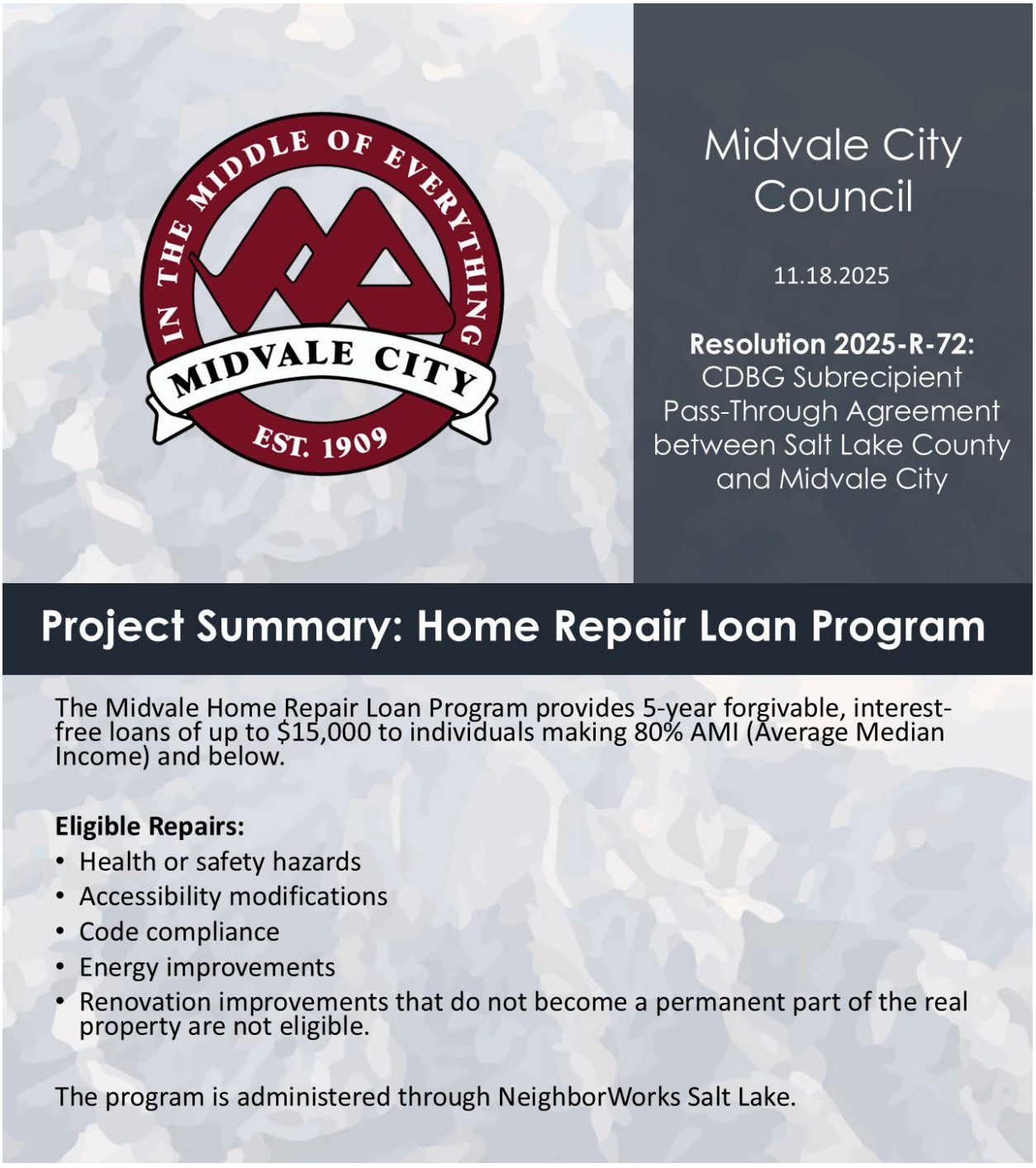
The motion passed unanimously.

F. CONSIDER RESOLUTION NO. 2025-R-72 APPROVING CDBG SUBRECIPIENT AGREEMENT BETWEEN SALT LAKE COUNTY AND MIDVALE CITY.

Moira Gray said on June 26th, 2025, Midvale City was awarded $100,000 in Community Development Block Grant (CDBG) funding from Salt Lake County for the Redevelopment Agency's Home Repair Loan Program (HRLP). Resolution No. 2025-R-72 approves the Subrecipient Agreement for the funds. These funds will be used to support the Home Repair Loan Program (HRLP), which is administered by NeighborWorks Salt Lake. The program provides 5-year forgivable loans of up to $15,000 for low- to moderate-income homeowners in Midvale to be used for home repairs, such as accessibility modifications, health or safety repairs, and energy improvements.

FISCAL IMPACT:

Midvale City was awarded $100,000.00 in CDBG funds to support the Home Repair Loan Program for Program Year 25-26.



Project Summary: Funding

The Home Repair Loan program is supported through Community Development Block Grants (CDBG), administered through Salt Lake County. Once CDBG funds are exhausted the program is supported through the City's affordable housing funds.

In June we were awarded $100,000 to support the Home Repair Loan Program. Despite contract delays, the period of performance for this contract is July 1, 2025 to June 30, 2026.

Recommended Action

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2025-R-72.

RECOMMENDED MOTION:

"I move that we suspend the rules* and pass **Resolution No. 2025-R-72**, authorizing the execution of a CDBG Subrecipient Agreement between Salt Lake County and Midvale City to support the Redevelopment Agency's Home Repair Loan Program."

*It is necessary to suspend the rules as the period of performance has already begun for this Agreement.

Mayor Dustin Gettel asked if any resident has ever utilized the down payment assistance program.

Moira Gray said there have been a couple of people; however, they have had a difficult time finding people that qualify for that program as have other cities.

Mayor Dustin Gettel said this problem has always been his fear with this program. He wonders if we can put more money into the home loan repair program since it is utilized more than the down payment assistance program.

Moira Gray said they have been lucky and haven't met their match on funds yet so there is plenty of money in the program and they are heavily marketing it.

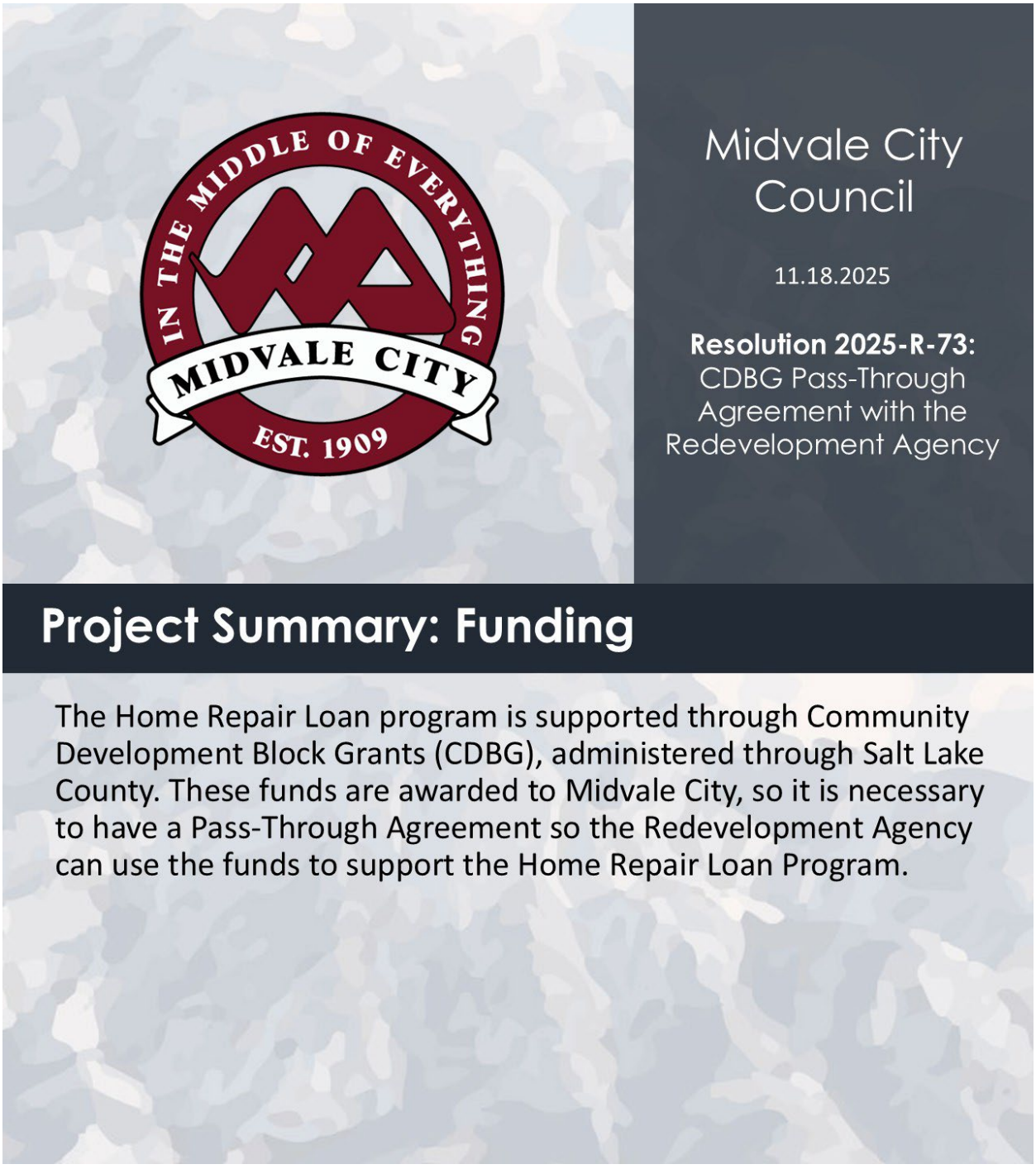
MOTION: Council Member Heidi Robinson MOVED to Suspend the Rules and Pass Resolution No. 2025-R-72, Authorizing the Execution of a CDBG Subrecipient Agreement between Salt Lake County and Midvale City to support the Redevelopment Agency's Home Repair Loan Program. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Denece Mikolash	**Aye**
Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**

The motion passed unanimously.

G. CONSIDER RESOLUTION NO. 2025-R-73 CONSENT TO ENTER INTO A PASS-THROUGH AGREEMENT WITH THE REDEVELOPMENT AGENCY OF MIDVALE CITY FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING TO SUPPORT THE REDEVELOPMENT AGENCY'S HOME REPAIR LOAN PROGRAM.

Moira Gray said on June 26th, 2025, Midvale City was awarded $100,000 in Community Development Block Grant (CDBG) funding from Salt Lake County for the Redevelopment Agency's Home Repair Loan Program (HRLP). Resolution No. 2025-R-73 approves the Pass-Through Agreement for the Redevelopment Agency to use the funds. This Agreement allows the Redevelopment Agency to use the funds awarded
to the City. These funds will be used to support the Home Repair Loan Program, which is administered by NeighborWorks Salt Lake. The program provides 5-year forgivable loans of up to $15,000 for low to moderate-income homeowners in Midvale to be used for home repairs, such as accessibility modifications, health or safety repairs, and energy improvements.


IN THE MIDDLE OF EVERYTHING
MIDVALE CITY
EST. 1909
Midvale City Council
11.18.2025
Resolution 2025-R-73:
CDBG Pass-Through Agreement with the Redevelopment Agency
Project Summary: Funding
The Home Repair Loan program is supported through Community Development Block Grants (CDBG), administered through Salt Lake County. These funds are awarded to Midvale City, so it is necessary to have a Pass-Through Agreement so the Redevelopment Agency can use the funds to support the Home Repair Loan Program.

Recommended Action

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 2025-R-73.

RECOMMENDED MOTION:

"I move that we suspend the rules* and pass Resolution No. 2025-R-73, Approving and Authorizing the Mayor to Execute a CDBG Subrecipient Pass-Through Agreement for HRLP with the Redevelopment Agency of Midvale City."

*It is necessary to suspend the rules as the period of performance has already begun for this Agreement.

MOTION: Council Member Bryant Brown MOVED to Suspend the Rules and Pass Resolution No. 2025-R-73, Approving and Authorizing the Mayor to Execute a CDBG Subrecipient Pass-Through Agreement for HRLP with the Redevelopment Agency of Midvale City. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

H. CONSIDERATION OF MIDVALE CITY PLANNING WITH ORGANIZATIONS TO COMMEMORATE CULTURAL CELEBRATIONS ON MIDVALE CITY PROPERTY.

Garrett Wilcox said Midvale is and has historically been a diverse community. Some of the community's earliest homesteaders were Mormon pioneers from Norway, Sweden, Denmark, England, Scotland, and the Northeastern United States. As Midvale's industry grew with the construction of the railroad, mills, and smelters, Midvale attracted a diverse workforce of immigrants from Southern and Eastern Europe. Today, Midvale's population is 66% White, 18% Hispanic, 7% multiracial, 4% Asian, 3% Islander, 3% Black, and 1% Native. Midvale's Hispanic, Asian, Islander, and Black populations are higher as percentages than Utah's average.

With its racial diversity, Midvale is and has historically been a religiously diverse community. Over the years, Midvale has been home to congregations from Buddhist, Baptist, Catholic, non-denominational Christian, The Church of Jesus Christ of Latter-day Saints, Evangelical, Episcopal, Methodist, Serbian-Greek Orthodox, and United Church of Christ faiths.

Midvale has recently been approached about an opportunity to partner with an organization to have a menorah lighting celebration at City Hall next month. Currently, the City does not have a formal policy about partnering with organizations to commemorate cultural celebrations on Midvale City property. In the past, Midvale City coordinated with a group to host an annual Cinco de Mayo celebration at Midvale City Park. Due to some changes within the organization, the Cinco de Mayo celebration has not been held for several years.

City staff would like to discuss with the City Council if the City Council has an interest in exploring partnerships with organizations in commemorating cultural celebrations on Midvale City property. If the City Council is interested in exploring these partnerships, City staff is seeking Council direction on how the Council would like staff to engage in these potential partnerships. These conversations with organizations are often fluid and ideas rapidly change so that it makes it unfeasible to have the organizations directly negotiate with the City Council at Council meetings. Staff is requesting that the City Council establish some basic guidance on the direction of staff's negotiations until a more thorough policy regarding City partnerships can be adopted.

Until a formal policy is adopted, City staff recommend that the City Council consider the implications of the First Amendment, the requirements for municipalities providing nonmonetary support to nonprofit organizations under Utah Code Ann. § 10-8-2, and budget amendment procedures under Utah Code Ann. § 10-6-128. These legal considerations may inform some of the parameters that the City Council gives to staff with its conversations with organizations.

The City Council may consider directing City staff that they may only partner with organizations to commemorate cultural celebrations if:

1. The organization has a demonstratable interest in or connection to the community and heritage of Midvale City including its people, businesses, and institutions. The organization is not divisive, contentious, or engaged in partisan advocacy or illegal activities, in the City's sole determination.

2. Cultural celebrations must meet the purposes identified in the Midvale City Harvest Days Parade Policies, established by the City Council in Resolution No. 2019-R-23. Cultural celebrations should:
    a. Be safe and family-appropriate;
    b. Build and strengthen the community of Midvale City;
    c. Celebrate the community and heritage of Midvale City including its people, businesses, and institutions;

d. Celebrate the events, people, and cultural institutions of historic importance to the greater Salt Lake County, the State of Utah, and the Intermountain West;
e. Provide entertainment through music, performance, and special or unique attractions; and
f. Not be inappropriate for the intended audience, divisive, degrading, or obscene.

3. If the cultural celebration is proposed to be held at a City property that is not otherwise open to the public, the City must have final say in the planning, scheduling, marketing, and other significant decisions regarding the cultural celebration. The potential partnering organization may participate in the planning, scheduling, and marketing of the cultural celebration, but the City has sole discretion and authority to make final decisions for the cultural celebration.

4. If the cultural celebration is proposed to be held at a City property that is not otherwise open to the public, the City may invite, at its sole discretion, other organizations to participate in the cultural celebration. The City may revoke its invitation to participate at its sole discretion.

5. The organization is willing to provide volunteers, equipment, and supplies to carry out the cultural celebration. The City may supplement the organization's contribution with its own employees and volunteers, equipment, and supplies. All volunteers must pass a Midvale City volunteer background check.

6. The City is not required to make a budget amendment to carry out the cultural celebration.

7. If City staff are not clearly convinced that the above criteria are met, City staff will either schedule the proposed cultural celebration as an action item on a future City Council agenda for Council consideration or direct the organization to independently complete its own special event permit.

Council Member Bryant Brown expressed confusion with the difference between hosting Cinco De Mayo and some of these other events.

Garrett Wilcox said Cinco De Mayo is a perfect example to show how the city has partnered with an organization for a cultural event. Cinco De Mayo would be successful without the city partnership due to the park being available for anyone to get a special events permit. We have been asked for the use of part of City Hall that we don't typically allow for private use. This direction will be for the interim, until something formal is put in place, to define what it means to partner with an organization or sponsor an organized event.

Council and Staff had a back and forth discussion on what buildings and rooms would be involved and why.

PENDING

Council Member Denece Mikolash said we're mixing cultural events versus public rental space based on intent. She asked why the current public spaces are not working for this event? She would like to define the criteria for rental versus partnership.

Matt Dahl said tonight's vote would be focusing on the cultural event aspect and not on the rental space.

MOTION: Council Member Bryant MOVED to Suspend the rules and provide the following direction to Staff in Partnering with Organizations to Commemorate Cultural Celebrations on Midvale City Property: items 1-7 in staff report while excluding the council chambers. The motion was SECONDED by Council Member Heidi Robinson. Mayor Gettel called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	**Aye**
Council Member Paul Glover	**Aye**
Council Member Heidi Robinson	**Aye**
Council Member Bryant Brown	**Aye**
Council Member Denece Mikolash	**Aye**

The motion passed unanimously.

IX. DISCUSSION ITEMS

A. DISCUSS PROPOSED AMENDMENT TO MIDVALE CITY RETIREMENT BENEFITS.

Rori Andreason said Midvale City currently contracts with Group Benefit Services (GBS) as the City's insurance broker. As part of their comprehensive services, GBS offers Retirement Plan Services and has proposed enhancements to the City's retirement program that would improve employee benefits, reduce fees, and strengthen fiduciary oversight.

Staff recommends consideration of amending the City's retirement benefit program to transition plan administration from MissionSquare to GBS Retire, a division of GBS, to achieve these improvements.

Key Points:

1. **Lower Fees, Enhanced Services**
   Transitioning to GBS Retire will lower employee investment management fees from 1.50% to 1.00%, providing direct cost savings to participants. GBS Retire also offers enhanced service quality and plan management support for both employees and City staff, ensuring a smoother and more responsive participant experience.

2. **Fiduciary Oversight**
   GBS Retire will serve as the investment fiduciary, assuming full responsibility for fund selection, monitoring, and ongoing performance evaluation. This change relieves Midvale City of fiduciary liability related to fund management and ensures that all investment decisions prioritize participant interests.

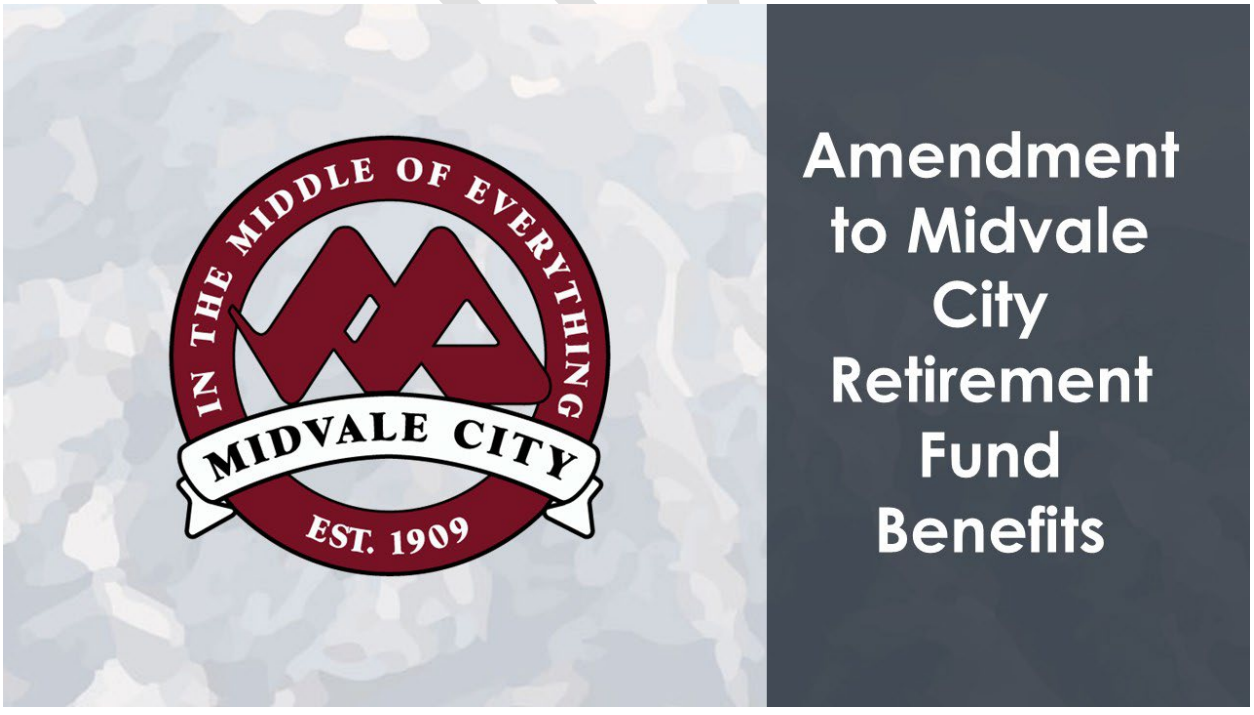
PENDING

3. **Broader, Higher-Performing Investments**
   The proposed transition will move the City's retirement plan from MissionSquare's proprietary funds to an open-architecture investment platform. This platform provides access to top-performing funds from multiple leading investment families, offering improved diversification, transparency, and long-term performance potential.

4. **Compliance and Best Practices**
   GBS Retire follows Department of Labor best practices and maintains rigorous fiduciary and compliance standards. Partnering with GBS Retire will strengthen the City's plan governance, documentation, and adherence to evolving regulatory requirements.

5. **Employee Financial Wellness**
   GBS Retire's participant experience includes personalized financial planning and access to a digital financial wellness portal. The platform features budgeting tools, account aggregation, and educational resources designed to enhance employees' overall financial literacy and retirement readiness.

This change will enhance employee benefits, reduce participant fees, and improve fiduciary oversight and plan governance.

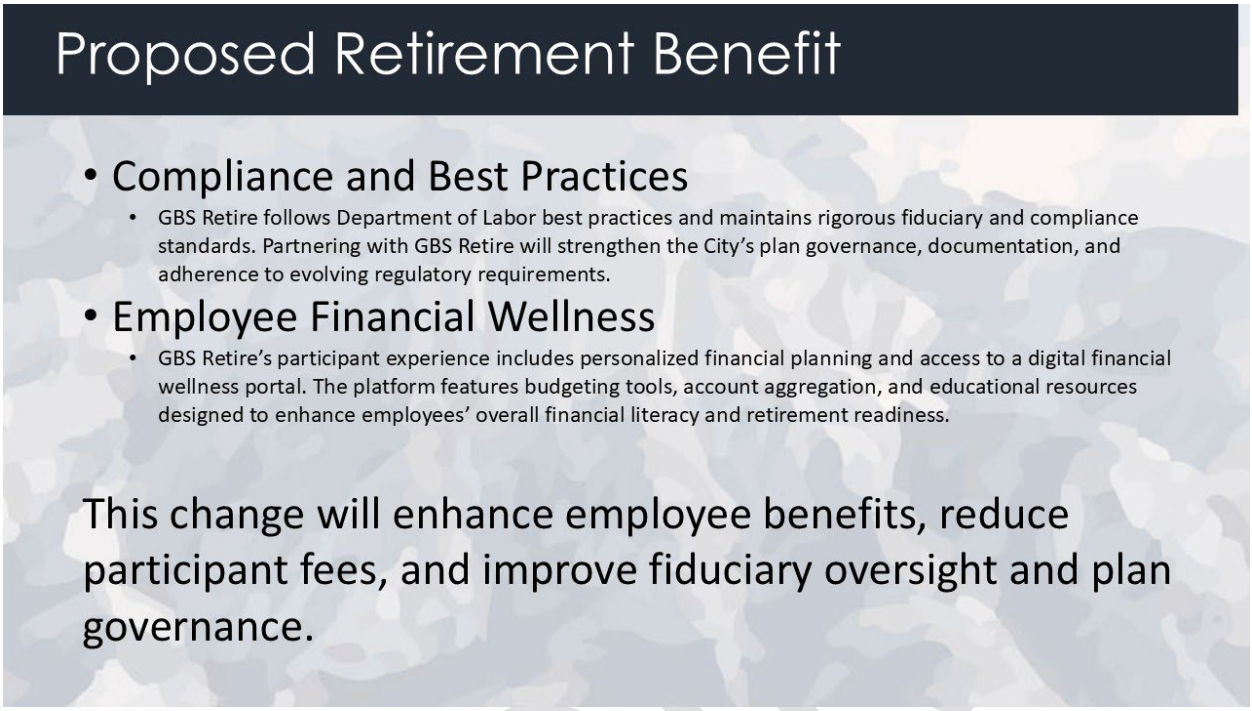


Current Retirement Benefit

- Current Retirement Fund Benefit
  - Mission Square
  - Only Mission Square Funds Available
  - Employees pay higher fees
  - Employees cannot make a lot of changes to funds

Proposed Retirement Benefit

- GBS Retire (division of GBS)
  - Lower Fees, Enhanced Services 1.50% to 1.00%
    - Transitioning to GBS Retire will lower employee investment management fees from **1**.50% to 1.00%, providing direct cost savings to participants. GBS Retire also offers enhanced service quality and plan management support for both employees and City staff, ensuring a smoother and more responsive participant experience.
  - Fiduciary Oversight
    - GBS Retire will serve as the investment fiduciary, assuming full responsibility for fund selection, monitoring, and ongoing performance evaluation. This change relieves Midvale City of fiduciary liability related to fund management and ensures that all investment decisions prioritize participant interests.
  - Broader, Higher-Performing Investments
    - The proposed transition will move the City's retirement plan from MissionSquare's proprietary funds to an open-architecture investment platform. This platform provides access to top-performing funds from multiple leading investment families, offering improved diversification, transparency, and long-term performance potential.



The Council agreed to put this item on the consent agenda at the next meeting.

B. DISCUSS PROPOSED AMENDMENTS TO MIDVALE CITY POLICIES AND PROCEDURES MANUAL.

Rori Andreason said as new issues arise, Midvale City proposes updates to the Policies and Procedures Manual. Two specific amendments are recommended for consideration: the addition of Emergency Response criteria and process and clarification regarding COLA and Merit eligibility for employees serving a secondary probationary period due to a transfer or promotion. These updates are intended to promote consistency, fairness, and transparency in policy administration.

Key Points:

1. **Addition of Emergency Response Criteria and Process**
   The proposed amendment establishes clear guidelines outlining the criteria and process for emergency response activities. The policy defines what constitutes an emergency response, eligible participants, compensation parameters, and how emergency response hours interact with regular work hours and leave time. Specifically, any leave time used during the week to meet the required 40 hours of work will be reduced by the amount of emergency response time used during that same week; however, emergency response hours will continue to be paid at time and a half.

2. **Clarification of COLA and Merit Eligibility During Secondary Probation**
   This amendment clarifies compensation eligibility for employees who are transferred or promoted and are serving a secondary probationary period. If a Cost-of-Living Adjustment (COLA) is distributed during the secondary probation,

the employee will be eligible to receive the COLA. However, the employee will not be eligible for any Merit increase until the successful completion of their probationary period. This ensures equitable treatment while maintaining performance accountability for employees in probationary status.

The Council agreed to put this item on the consent agenda at the next meeting.

C. DISCUSS PRPOSED RESOLUTION ESTABLISHING A TIME AND PLACE FOR HOLDING REGULAR CITY COUNCIL MEETINGS, DESIGNATE THE MAYOR PRO TEMPORE SCHEDULE, AND ADOPT THE HOLIDAY SCHEDULE FOR THE 2026 CALENDAR YEAR.

Rori Andreason said Section 2.36 of the Midvale Municipal Code outlines the City Council meeting scheduled as required by state statute. The Council is scheduled to meet on the first and third Tuesdays of each month for a City Council meeting. Workshop meetings will be scheduled as needed at a date and time designated by the City Council. The City Council meetings scheduled in the months of November and December may differ from the above schedule. The proposed holiday schedule for the calendar year 2026 has also been included for Council consideration, as well as the Mayor Pro-Tempore designation. A proposed resolution has been prepared for Council discussion.

The Council agreed to one meeting in November and December. The Council agreed to put this item on the consent agenda at the next meeting.

D. DISCUSS SEMI-TRUCK ORDINANCE AND NEW DEVELOPMENTS WITH COMMERCIAL VEHICLES AND PUBLIC ROADS AND PUBLIC PARKING LOTS.

Daniel Van Beuge said Midvale has been dealing with issues related to commercial vehicles parking on public streets and in public parking lots. In several instances, public streets and public parking lots are being utilized as commercial vehicle storage.

Large commercial vehicles such as semi-trucks and trailers parked on public streets has been an ongoing problem. These large vehicles block drivers' visibility around them, creating safety concerns for traffic. They also occupy significant sections of available public parking for Midvale residents. The City Council previously adopted an ordinance prohibiting these vehicles from parking overnight on public streets. This has helped reduce the number of large commercial vehicles being parked on public streets. Tragically, in March of this year, one of the members of the City's Youth Council died after colliding with a parked semi-truck during the day. After a number of discussions, the City Council instructed staff to draft an ordinance prohibiting semi-trucks from parking on public streets at any time with several small exceptions.

Since then, several other parking issues involving commercial vehicles have come to City staff's attention. First, owners of a fleet of vehicles being rented via the Turo app are using public street parking to store their vehicles between rentals. As many as twelve vehicles listed on Turo have been parked on a single section of a public street. This has frustrated

nearby residents because the number of parked commercial vehicles limits available space for residents to utilize street and public parking.

Second, City staff have become aware of several businesses along Main Street who have been using City-owned public parking lots to store their commercial vehicles. Residents of nearby apartments have also begun using City-owned parking lots for parking. This has reduced the available parking for other businesses' patrons. It has also contributed to parking issues at City Hall and the neighboring Senior Center.

Council Member Bryan Brown said his neighborhood has an issue with tow trucks parked on a residential street. It's an eyesore and unsafe, but he is concerned about enforcement. He is in favor of restrictions as long as enforcement can be done.

Daniel Van Beuge said he is favoring making the offense enhance able up to a class C misdemeanor. This would include vehicles that are used for commercial purposes, and the owner is making a profit on the use.

There was discussion amongst the Council about who this might affect.

Garrett Wilcox explained that this was made broad because the Toro cars are owned by individuals, basically part of the Gig Economy culture.

X. ADJOURN

MOTION: Council Member Heidi Robinson MOVED to adjourn the meeting. The motion was SECONDED by Council Member Bonnie Billings. Mayor Gettel called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 9:56 p.m.

_____

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

Approved this December 2, 2025

PENDING

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: December 2, 2025

SUBJECT: **Consider Resolution No. 2025-R-74 Establishing a Time and Place to hold Regular City Council Meetings, Designate the Mayor Pro Tempore, and Adopt the Holiday Schedule for the 2026 Calendar Year**

SUBMITTED BY: **Rori L. Andreason, H.R. Director/City Recorder**

SUMMARY:

Section 2.36 of the Midvale Municipal Code outlines the City Council meeting scheduled as required by state statute. The Council is scheduled to meet the first and third Tuesdays of each month for a City Council meeting. Workshop meetings will be scheduled as needed at a date and time designated by the City Council. The City Council meetings scheduled in the months of November and December may differ from the above schedule. The proposed holiday schedule for the calendar year 2026 has also been included for Council consideration, as well as the Mayor Pro-Tempore designation. A proposed resolution has been prepared for Council discussion.

FISCAL IMPACT: N/A

RECOMMENDED MOTION:

I MOVE to adopt Resolution No. 2025-R-74 Establishing a Time and Place to Hold Regular City Council Meetings, Designate the Mayor Pro Tempore, and Adopt the Holiday Schedule for the 2026 Calendar Year.

Attachment: Resolution No. 2025-R-74

MIDVALE CITY, UTAH
RESOLUTION NO. 2025-R-74

A RESOLUTION ESTABLISHING TIME AND PLACE FOR HOLDING REGULAR CITY COUNCIL MEETINGS, DESIGNATE THE MAYOR PRO TEMPORE SCHEDULE, AND ADOPT THE HOLIDAY SCHEDULE FOR THE 2026 CALENDAR YEAR

WHEREAS, pursuant to Section 52-4-202 of the Utah Code Annotated and the Midvale Municipal Code, Section 2.36, the Midvale City Council hereby gives notice of their 2026 City Council meeting schedule; and

WHEREAS, the City Council desires to encourage residents of Midvale City to attend City Council meetings; and

WHEREAS, the City Council desires to have a designated member of the governing body automatically succeed the position of Mayor Pro Tempore whenever the Mayor is absent; and

WHEREAS, the City Council desires to observe certain Holidays throughout the year in which the City Offices will be closed,

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

Section 1. The Midvale City Council hereby gives notice of the time and place for holding its regular Council meetings for the 2026 Calendar Year as follows:

City Council meetings are scheduled to be conducted on the first and third Tuesday of each month unless otherwise posted. City Council meetings shall begin at 6:00 p.m. with a pre-meeting workshop. The regular meeting will begin at 7:00 p.m. or designated time. If needed, the City Council will schedule additional meetings, the time and place of which will be designated by the City Council. The exception to the above schedule will be as follows:

- March Council Meetings will be held on March 3 and March 24, 2026
- November Council Meeting will be held on November 17, 2026
- December Council Meeting will be held on December 1, 2026

Midvale City may call an emergency meeting to consider matters of an emergency or urgent nature. In accordance with Section 52-4-202 (5) UCA, notice requirements may be disregarded and the best notice practicable given. In accordance with Section 10-3-502 UCA, the Council may call a special meeting providing at least three hours' notice.

Location of Meetings: All meetings described above, except those meetings for which notice is given that the meeting will be held at a different location, will be held at City Hall, 7505 South Holden Street, Midvale, Utah.

Section 2. The Midvale City Council desires to designate the following members of the governing body to automatically succeed to the position of Mayor Pro-Tempore when the Mayor is absent:

Councilmember Paul Glover	January and February
Councilmember Denece Mikolash	March and April
Councilmember Bonnie Billings	May and June
Councilmember Bryant Brown	July and August
Councilmember Heidi Robinson	September and October
Councilmember Paul Glover	November and December

Section 3. The City Council desires to observe certain Holidays in which the City Offices will be closed. The following Holiday schedule is hereby adopted for full-time and qualified part-time employees:

New Year's Day ……..... January 1st
Martin Luther King, Jr.'s Birthday ..... January 19th
President's Day ..... February 16th
Memorial Day ..... May 25th
Juneteenth…… June 19th (observed June 18th)
Independence Day ……..... July 4th (observed July 2nd)
Pioneer Day ……..... July 24th (observed July 23rd)
Labor Day ..... September 7th
Veterans' Day … … … …..... November 11th
Thanksgiving Day.....November 26th
Day after Thanksgiving..... November 27th
Christmas Day … … … ….....December 25th (observed December 23rd)
Day after Christmas …….....December 26th (observed December 24th)

Section 4. The City Council directs the City Recorder to publish the 2026 City Council meeting schedule in accordance with Section 52-4-202 of the Utah State Code Annotated.

Section 5. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 2nd day of December 2025.

_____
Dustin Gettel, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Voting by the Council:	**"Aye"**	**"Nay"**
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

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

MIDVALE CITY COUNCIL
STAFF REPORT
December 2, 2025

SUBJECT

Consider Resolution No. 2025-R-75 Adopting Amendments to the Midvale City Policies and Procedures Manual

SUBMITTED BY

Rori L. Andreason, HR Director/City Recorder

BACKGROUND AND OVERVIEW

On November 18th, the following two amendments were discussed with the City Council. These updates are intended to promote consistency, fairness, and transparency in policy administration.

Key Points:

1. **Addition of Emergency Response Criteria and Process**
   The proposed amendment establishes clear guidelines outlining the criteria and process for emergency response activities. The policy defines what constitutes an emergency response, eligible participants, compensation parameters, and how emergency response hours interact with regular work hours and leave time. Specifically, any leave time used during the week to meet the required 40 hours of work will be reduced by the amount of emergency response time used during that same week; however, emergency response hours will continue to be paid at time and a half.

2. **Clarification of COLA and Merit Eligibility During Secondary Probation**
   This amendment clarifies compensation eligibility for employees who are transferred or promoted and are serving a secondary probationary period. If a Cost-of-Living Adjustment (COLA) is distributed during the secondary probation, the employee will be eligible to receive the COLA. However, the employee will not be eligible for any Merit increase until the successful completion of their probationary period. This ensures equitable treatment while maintaining performance accountability for employees in probationary status.

RECOMMENDED MOTION:

I MOVE to adopt Resolution No. 2025-R-75 Adopting Amendments to the Midvale City Personnel Policies and Procedures Manual

ATTACHMENTS

- Resolution No. 2025-R-75
- Proposed Amendments to Midvale City Policies and Procedures Manual

MIDVALE CITY POLICIES AND PROCEDURES MANUAL

Adopted July 16, 2024 by Resolution No. 2024-R-37

EMPLOYEE ACKNOWLEDGMENT
MIDVALE POLICIES AND PROCEDURES MANUAL

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

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

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

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

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

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

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

Employee's Signature	Employee's Name (Please Print)
Date	Witness

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SECTION 1 – INTRODUCTION

1-01 WELCOME TO MIDVALE CITY

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

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

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

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

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

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

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

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

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

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

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

1-02 MISSION STATEMENT

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

1-03 MIDVALE CITY GOVERNMENT

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

1-04 EMPLOYEE PHILOSOPHY

a. The personnel policies of Midvale City are based on the belief that the success of the City and its services are primarily dependent on you, the employee.

b. Midvale City will provide you with as much training as possible so that you might achieve the satisfaction and happiness that comes with the knowledge of work well done. In addition, the City will strive to provide you with a work environment designed to promote your success and will also recognize the attainment of your goals. Everyone at Midvale City has the opportunity to succeed.

1-05 EMPLOYEE RELATION GOALS

1-05 (1) Management and employees work towards the same goal. That goal is to bring effective and economical municipal services to the citizens of Midvale. This goal can be effectively achieved with management and employee cooperation. It is important for the management to realize and consider the talents, abilities, and experience of employees. It is likewise important for the employees to respect the experience and judgment of management in the operation of the City. Management shall, at all times, give due consideration to all employee suggestions concerning methods by which the effectiveness and economy of municipal services can be improved.

1-05 (2) We have the following goals regarding our employees:

- To maintain a competitive and equitable compensation program.
- To offer each employee the opportunity for growth.
- To provide an open forum for employee/employer communication.

Our sincere belief is that the best and most rewarding employee-management system results from a direct relationship between management and employees.

1-05 (3) We encourage you to bring your problems to your supervisor or Department Director. If these individuals are unable to assist you, we encourage you to discuss your issues with the Human Resource Director, City Attorney, or the City Manager. We will listen to your concerns with respect and do our best to solve your problems. Management accepts responsibility to provide favorable working conditions and competitive pay and benefits.

SECTION 2 – EMPLOYMENT PRACTICES

2-01 CLASSIFICATIONS OF EMPLOYMENT

2-01 (1) **Full Time** - Employees regularly scheduled to work 40 hours or more per week with full participation in employee benefits based on full-time status.

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

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

2-01 (3) **Part-Time** - Employees regularly scheduled to work less than 30 hours per week, and who are not categorized as seasonal or temporary. Employees working less than 30 hours per week shall not be eligible for any benefits and should be listed as a Grade 99 on the pay scale. All part-time employees are employed at will.

2-01 (4) **Qualified Part-Time** - Employees regularly scheduled to work an average of 30 hours per week but less than 40 hours per week, and who are not categorized as seasonal or temporary. These employees are eligible for employee benefits at ¾ time except for health benefits, which will be paid the same as full-time employees.

2-01 (5) **Probationary** - Employees whose performance is being evaluated and determined whether further employment or retention in a specific position with the City is appropriate. Probationary employees are employed at-will. See Section 2-04 for additional information about probationary status.

2-01 (6) **Temporary/Seasonal** - Employees hired through outside employment agencies to work at Midvale City to supplement the work force or to assist in the completion of a specific project and whose employment is limited in duration. Temporary employment assignments will not exceed six months in a fiscal year. Temporary employees are not eligible for City benefits. Temporary employees may be terminated at will, without cause or prior notice. All temporary/seasonal employees are employed at-will.

2-01 (7) **Non-Exempt** - Employees who are entitled to receive overtime pay or compensatory time for hours worked over 40 hours in a workweek as defined by the Fair Labor Standards Act. The City follows the provisions set-forth in Section 553.25 of the Department of Labor "Conditions for use of compensatory time."

2-01 (8) **Exempt** - Employees are those who are exempt from the overtime pay provisions of the Fair Labor Standards Act and do not receive overtime pay. Exempt employees perform work that is executive, administrative, or professional in nature and requires regular exercise of discretion and independent judgment.

2-01 (9) **Department Directors** - Senior management employees in an exempt status performing work that is executive, administrative, and professional in nature

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

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

2-02 POSITION TITLE CHANGES

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

2-03 ADVANCED EDUCATION AND/OR CERTIFICATION DOCUMENTATION

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

2-04 PROBATIONARY EMPLOYEE

2-04 (1) A probationary period is a stretch of time during which a new or existing employee receives extra supervision and coaching to learn a new job. Employees who are promoted, demoted, or reassigned must complete a probationary period. During the probationary period, the employee is an at-will employee. An employee who has completed the probationary period must complete a performance evaluation prior to being released from probationary status. The Department Director must notify Human Resources and provide a completed performance evaluation prior to the employees being released from probationary status.

2-04 (2) Part-time (employees scheduled to work less than 30 hours per week), temporary, seasonal, and intern employees are on permanent probationary status, without limit of time.

2-04 (3) All new full-time employees who are hired with intention of becoming regular employees are required to serve a minimum of six months on probationary status. Any continuous absence in excess of ten working days during the probationary period will automatically extend the probationary period by the length of the absence as determined by the Department Director. At the end of your probationary period, your supervisor will conduct an employee performance evaluation. An employee does not complete probation until the Department Director has completed the evaluation, personnel action form, and

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

2-04 (4) If the employee's performance is unsatisfactory, the employee may be notified in writing of performance deficiencies and given an opportunity to correct his/her performance problems. The probationary period may be extended up to but not exceeding an additional six months at the discretion of the Department Director and with the City Manager's approval. If the employee's job performance continues to be unsatisfactory, the employee shall be notified in writing of failure to complete the probationary period and will be terminated.

2-04 (5) Employees, who are promoted or transferred within the City, must complete a secondary probationary period of the same length with each reassignment to a new position. Any continuous absence in excess of ten working days will automatically extend a probationary period by the length of the absence as determined by the Department Director. Employees, who are promoted or transferred may be eligible to receive the approved COLA during the probationary period depending on the time of appointment.

2-04 (6) During the probationary period, including the secondary probationary period, that results from a promotion or transfer within the City, the employee may be terminated at-will, at any time, without cause, and for no reason at all. At-will employees have no right to grievance reviews or to appeal their termination.

2-05 RECRUITMENT / SELECTION POLICY

2-05 (1) **General Policies** - Midvale City desires to fill all positions with the most qualified applicant. Further, it is the intent of the City to consider qualified in- house applicants when appropriate.

a. **Statutory Compliance** – Midvale City complies with Utah Code Title 53, Chapter 3 "Prohibiting Employment of Relatives" and any other applicable nepotism laws. The City prohibits any person holding any position to appoint, vote for the appointment of, directly supervise, be in the line of supervision of, or be directly supervised by their father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, nephew, niece, first cousin, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild or any member of their household. A member of their household means a person who resides in the same residence as the City employee. Volunteers providing services to the City are excluded from this provision.

b. **Anti-Nepotism** - The City Manager's approval is required for any new

hire of an employee related to or residing with a current City employee. The City reserves the right not to hire or re-hire any current or former

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

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

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

a. Jobs may be posted in-house and externally at the same time if desired by the Department Director.

b. Generally, job openings are posted in-house for a minimum of five days and externally for seven days by the Human Resource Director.

c. The City Manager reserves the right to limit the recruitment or to not post a particular opening.

d. Positions may be filled with applicants from positions that had met the posting requirements within the prior six months at the discretion of the Department Director and approval of the City Manager.

e. All internal and external candidates shall be required to submit an official City application and other supporting documents (e.g., transcripts, certifications, licenses,) as may be required.

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

a. All applicants for employment with Midvale City shall complete a City application form and are required to comply with the specific application process for each position. The applicant must submit all applications to the Human Resource Director by the closing date of the posted position.

b. The City accepts applications for open positions from all interested qualified parties and evaluates applicants based upon job criteria.

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

d. The Human Resource Department shall keep all applications in accordance with the State Records Retention Schedule.

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

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

b. **Veterans Preference** – In accordance with Title 71A, Chapter 2, Utah Code Annotated, the City shall grant a veteran's preference upon initial hiring to each preference eligible veteran, service member, or spouse according to the procedures and requirements of this chapter. The Human Resource Director shall add to the score of a preference eligible who receives a passing score on an examination, or any rating or ranking mechanism used in selecting an individual for any career service position with the City:

- 5% of the total possible score, if the preference eligible is a veteran or service member;
- 10% of the total possible score, if the preference eligible is a veteran or service member with a disability or a purple heart recipient; or
- In the case of a preference eligible spouse, widow, or widower, the same percentage the qualifying veteran or service member is, or would have been, entitled to.

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

c. Once the most qualified applicants have been identified, a validated process consistent with departmental needs will be used. The Department Director or designee with a representative from Human Resources will then interview the candidates and make a selection for the position. All interviews will be documented using selection criteria. All selection interview forms and applications will be returned and retained by the Human Resource Department.

d. The City is committed to employing only United States citizens and aliens who are authorized to work in the United States but does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the

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

2-05 (5) **Job Offer Requirements** - The Department Director will make the final candidate selection and consult with the Human Resource Director to determine the appropriate salary range for the position. The Department Director may offer a salary that is between the minimum and midpoint of the designated salary range dependent upon qualifications. The City Manager must approve any salary offers above the midpoint of the salary range. Once a candidate is selected and a conditional offer has been signed by the candidate and the respective Department Director or designee, the candidate will be required to submit to drug testing, a background check, and a driver's license check and any other testing required by the departments.

a. Job offers to all external candidates will be contingent upon successfully passing the drug screen, driver's license check, and background check. Background checks that have been completed within the last 90 days will be accepted. It is the responsibility of the Department Director to personally notify internal candidates of the hiring decision.

b. If a current employee is hired for another position in the City, the employee's previous supervisor shall be given a minimum of two weeks' notice of the employee's acceptance of the new position. An employee may be retained in a current position for up to 30 calendar days in order to give time to recruit and train a replacement. Any deviation from this policy must be approved by the City Manager.

c. A Personnel Action Form must be submitted to the Human Resource Department with the successful application, drug screen, driver's license check, and background check, and any additional information immediately following the acceptance of the job offer by the candidate and prior to the candidate being entered into the payroll system.

2-06 EMPLOYEE IDENTIFICATION CARDS

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

2-07 EMPLOYMENT MODIFICATIONS & ACCOMMODATIONS PROCEDURE

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

a. The City will make reasonable efforts to provide employees with modified duty work assignments following a work-related injury for which the treating physician imposes temporary physical restrictions. As long as the assigned modified duty work does not violate the treating physician's imposed physical restrictions, the employee is expected to return to work. Refusal of a modified duty assignment may result in the termination of workers' compensation indemnity benefits.

b. The City will determine appropriate work hours, shifts, duration, and locations of all work assignments. The City reserves the right to determine availability, appropriateness, and continuation of all transitional assignments and job offers.

c. The modified duty assignment will be periodically reviewed by the City to determine the appropriate duration and activity.

d. Upon receipt of release to return to work with no restrictions, the modified duty assignment will terminate.

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

a. In accordance with all applicable laws, it is the City's policy not to discriminate against qualified individuals with a disability with regard to any aspect of employment.

b. The City recognizes that some individuals with disabilities may require reasonable accommodation. If an employee is disabled or becomes disabled (meaning he/she has a mental or physical impairment substantially limiting one or more of the major life activities or bodily functions) and requires a reasonable accommodation, the employee should contact the Human Resource Director to begin the interactive process.

   i. The interactive process may include discussing the employee's disability, limitations, and possible reasonable accommodations that may enable the employee to perform the functions of their position, making the workplace readily accessible to and usable by the employee, or otherwise allow the employee to enjoy equal benefits and privileges of employment.

ii. The employee may need to submit the employee request for accommodation along with the diagnosing professional's documentation.

iii. A temporary work adjustment (see Section 2-07(1) above) may be granted while the request for accommodation is reviewed. If it is not feasible, the employee may request a leave of absence, if available, during this review period.

c. If an employee is unable to continue performing the essential functions of the position with or without accommodations due to a qualifying disability, the Human Resource Director will attempt to transfer the employee to a vacant position within the City.

i. The employee must be qualified for the position and the position must be of an equivalent or lower pay grade to the employee's current position. The pay will be commensurate with the position.

ii. During this time, the employee will use accrued leave or will be on leave without pay if paid leave is exhausted.

iii. If a position is not found within the City, and no other reasonable accommodation is available, the employee may be separated for unavailability consistent with the City's employment separation policy.

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

2-07 (3) **Government Employee Conscience Protection Accommodations**

a. **Sincerely Held Religious Beliefs or Conscience -** An employee may request to be relieved from performing a certain task if:

i. Performing the task would conflict with the employee's sincerely held religious belief or conscience;

ii. The employee has complied with the requirements of Utah Code Ann. § 67-27-105(3 and this Section; and

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

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

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

   i. The practical impact on the City in light of the nature, size, and operating cost of the City;

   ii. The disruption of the City's operations;

   iii. The nature of the employee's duties;

   iv. The number of employees the City would be required to grant a request to if the City grants the employee's request;

   v. The type of workplace; and

   vi. The number of requests by the employee within the preceding 12 months from the day on which the employee submitted the request.

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

   i. The request is to be relieved from performing a task that is part of training or safety instructions directly related to the employee's employment;

   ii. Granting the request would result in a deficit in the amount of work for which the employee is compensated;

   iii. Granting the request would create a conflict with an existing legal obligation and the City cannot avoid the conflict if the City grants the employee's request;

   iv. The employee is a first responder and the request by the employee is to be relieved from performing a task that involves protecting the safety of the public; or

v. The employee's asserted religious beliefs or conscience is being asserted for an improper purpose.

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

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

1. The employee's name;

2. A description of the task or portion of the task that the employee is seeking to be relieved from performing; and

3. An explanation as to why the task would conflict with the employee's sincerely held religious beliefs or conscience.

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

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

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

v. If the employee's request may not be denied under Utah Code Ann. § 67-27-105(2)(b) and does not impose an undue hardship on the City, the employee's request must be approved. The

Department Director will provide a written approval of the requested accommodation to the employee.

vi. If the Department Director denies the employee's request, the Department Director will notify the employee in writing of the denial. The denial must include the following in its response:

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

2. An explanation that the employee may appeal the decision to deny the employee's request to the City Manager; and

3. An explanation that the employee may seek redress in a court as described in Utah Code Ann. § 67-27-105(6) if the City Manager denies the employee's appeal.

vii. If an employee's request for an accommodation is denied by the Department Director, the employee may appeal the denial to the City Manager. The employee must provide the City Manager a written request to appeal the Department Director's decision within 48 hours of receiving the Department Director's denial. The written appeal must include the information in Section 2-07 (4)(d)(i) and a copy of the Department Director's denial. Failure to appeal the Department Director's appeal within 48 hours constitutes an employee's waiver of the right to appeal the Department Director's decision.

viii. The City Manager must consider the employee's appeal independent of the Department Director's decision. The City Manager will consider whether the employee's request may be denied under Utah Code Ann. § 67-27-105(2)(b) and will consider all relevant factors for determining whether the employee's request imposes an undue hardship on the City.

ix. If the employee's request may not be denied under Utah Code Ann. § 67-27-105(2)(b) and does not impose an undue hardship on the City, the employee's request must be approved. The City Manager will provide a written approval of the requested accommodation to the employee.

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

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

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

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

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

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

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

f. **Confidentiality -** An employee's request for an accommodation under Utah Code Ann. § 67-27-105(2) and any records created under Utah Code Ann. § 67-27-105(3) to (4) are classified as private records under the Utah Government Records Access and Management Act

g. **Retaliation -** Midvale City may not, in retaliation for an employee submitting a meritorious request in accordance with Utah Code Ann. § 67-27-105(3), terminate an employee, reduce an employee's compensation, fail to increase an employee's compensation by an amount that the employee is otherwise entitled to or was promised, or fail to promote the employee if the employee if the employee would otherwise be promoted. The City may not threaten an employee with any of the preceding actions for an employee submitting a meritorious request in accordance with Utah Code Ann. § 67-27-105(3), as amended.

h. **Conflict -** In the event of a conflict between this policy and Utah Code Ann. § 67-27-105, as amended, the provisions of Utah Code Ann. § 67-27-105 will control unless the City is specifically authorized to adopt a policy that details, differs, or expands upon the provisions found in state law. In instances where the City is specifically authorized to adopt a policy, this Section will control.

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

SECTION 3 – COMPENSATION

3-01 COMPENSATION

1-01 (1) **Payroll/Work Hours** - Employees shall be paid bi-weekly, every other Thursday. All employee paychecks will be directly deposited in each employee's specified bank account(s). When payday falls on a holiday, the payroll will be distributed the working day prior to the holiday. All time sheets must be submitted by the employee and be checked and approved by the Department Director before they are submitted to the Human Resource Department.

a. **Work Schedules -** The workweek begins at 12:01 p.m. on Friday and ends on Friday at 12:00 noon for employees working the 9/80 schedule. Employees working the 9/80 schedule will have every other Friday off as determined by their Department Director. Employees work 5 days a week 8 hours a day, the workweek begins at 12:01 a.m. Saturday and ends at 12 midnight on Friday. Employees working 4/10's will work four 10-hour days Monday through Thursday with the exception of on-call

employees as determined by the Department Director. Any exceptions must be approved by the City Manager.

b. **Lunch Periods -** Employees may be eligible for an unpaid lunch break at a length of time approved by your Department Director. Supervisors should establish a lunch schedule for all employees, generally between the hours of 11:00 a.m. and 2:00 p.m. Employees are not allowed to skip their lunch period in order to arrive at work late or leave work early without prior approval from the Department Director.

c. **Recording Work Hours -** To ensure that accurate records are kept of the hours you actually work and of the leave time you have taken, all nonexempt employees are required to record time worked and absences on your department's timekeeping records. Please ensure that your actual hours worked and leave time taken are recorded accurately. Failure to accurately record your hours may result in loss of pay for that period and possible discipline. Exempt employees should record work hours only by exception (i.e. sick, vacation). The City does not provide pay advances on wages to employees.

d. **Current Address -** Employees are responsible for making sure the Human Resources Department has their most current home address.

e. **Payroll Deductions -** Employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in City-approved programs. Employees should promptly review any discrepancies in payroll deductions with the Human Resources Department.

f. **Garnishments -** Upon receipt of a valid garnishment, the City shall withhold the required portion of wages from an employee's paycheck. The City shall continue to withhold the garnishment wages until a court order is received indicating satisfaction of the indebtedness or until the City is ordered to surrender the monies to the court or its agent.

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

a. **Non-Exempt** - Employees classified as non–exempt (hourly) employees will be paid one and one-half times their regular hourly rate of pay for all hours worked in excess of 40 hours within a 7-day workweek, excluding leave and holiday time. Compensatory hours in lieu of overtime pay may be accrued to a maximum of 100 hours.

Compensatory time accrued in excess of 100 hours will be paid as overtime.

b. **Workweek** - Each workweek stands alone in computing hours worked. Averaging hours worked over two or more periods will not be allowed. Supervisors shall attempt to provide employees with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

c. **Pre-Approval for Overtime** - Employees who feel it is necessary to work overtime to complete their responsibilities must get prior approval from their Department Director. Failure to work scheduled overtime or overtime worked without prior authorization from the Department Director may result in disciplinary action up to and including possible termination of employment. Employees are responsible for ensuring that all hours worked are recorded in the correct working period.

d. **Compensatory/Overtime Designation** - Employees are responsible to accurately report and designate overtime or compensatory time on their timecards for hours worked over 40 hours in a 7-day workweek, minus leave taken and holiday leave. Human Resources will pay the employee according to the time designated and approved on their timecard. Adjustments may only be made with Department Director approval.

e. **Exempt** – Employees classified as exempt will be paid on a salary basis. Overtime and compensatory time are not allowed.

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

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

3-01 (5) **Disaster Emergencies** - In situations where the Mayor or designee has formally declared a "Local State of Emergency," non-exempt employees who are required to work outside of, or in addition to, their normal work schedule during the designated disaster may be paid at time and one-half for any emergency hours worked. Hours worked under those conditions must be paid hours and cannot be used as comp time. At such times, all employees will be considered disaster service workers and may be required to perform other duties outside their normal job responsibilities.

3-01 (6) **Call-Back Compensation** - Any FLSA non-exempt employees called back to work during their scheduled workweek shall be entitled to call back compensation for actual time worked. The minimum call-back compensation shall be two-hours call back compensation will be calculated on a workweek basis and only time worked in excess of an employees' specified workweek will be compensated at the overtime rate.

3-01 (7) **On-Call Compensation -** As required, an on-call schedule of non-exempt employees may be prepared in advance and maintained by the Department Director or their designee.

a. Any position requiring on-call status shall be on a one-week rotation basis.

b. On-call employees must be able to respond to a City work site within 45 minutes and in compliance with the City's Drug/Alcohol Policy.

c. On-call employees shall be compensated at a rate determined by the Department Director and Human Resources and approved by the City Manager when they are on-call in addition to the pay for time worked. The rate shall be equal throughout the City.

d. An on-call employee will be responsible for performing on-call responsibilities from Tuesday to the following Tuesday. When starting an on-call week, the employees on call will work Tuesday through Friday (providing two-field staff on Fridays).

e. **Time Off Plans** - As allowed under applicable law, Midvale City's policy allows the supervisor of a non-exempt employee to schedule the employee to work a varying number of hours during a pay period in accordance with FLSA cycles. This generally means the employee works more hours during one portion of a pay period, and less hours during another portion of the same pay period. Time off plans are designed to control or limit the accumulation, accrual, or payment of earned overtime pay by employees. Employees benefit from reduced work periods while still earning their full-time compensation.

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

3-09 (8) **Midvale City Public Works Emergency Response Pay Policy**

Purpose: To establish consistent guidelines for compensating employees who perform emergency response duties and to clarify how such time impacts leave usage and weekly time calculations.

Policy:

1. Eligibility:
   Employees who are called upon to perform emergency response duties outside of their regular work schedule are eligible for emergency response pay.

2. Compensation Rate:

   All authorized emergency response hours worked shall be compensated at a rate of one and one-half (1.5) times the employee's regular hourly rate of pay.

3. Leave Time Adjustment:

   a. When an employee uses any form of paid leave (e.g., vacation, sick, or personal leave) during a workweek in which emergency response hours are also recorded, the amount of leave time used shall be reduced by the number of emergency response hours worked during that same workweek in order to meet the required forty (40) hours of time worked.

   b. Emergency response hours used to offset leave time under this provision shall remain eligible for payment at the overtime rate of one and one-half (1.5) times the regular rate of pay.

   Example: If an employee uses ten (10) hours of vacation leave during the workweek and performs seven (7) hours of emergency response work, only three (3) hours of vacation leave will be charged. However, the seven (7) hours of emergency response work will be compensated at one and one-half (1.5) times the employee's regular hourly rate.

4. After Hours Defined: After hours are defined as any time outside of normal operating business hours. The current business hours for PW employees not on-call are Monday through Thursday, 6:30 am to 5:00 pm. Business hours for PW employees designated to be on-call are Tuesday through Friday, 6:30 am to 5:00 pm.

5. Emergency Defined: An emergency is defined as any natural disaster, weather event, or infrastructure failure that poses a risk to the health and safety of the community. This may include, but is not limited to, waterline breaks, snow clearing, flooding, blue stake requests, utility equipment failures (lift stations, wells, etc.), and PROW debris removal.

6. Scheduled events (burials, building rentals, City events, etc.) are not considered emergencies and overtime pay will follow the normal overtime accrual policy.

3-01 (9) **Reclassification** - The City assigns each position a classification code and salary range, as established by the City's compensation model. The compensation model reflects internal and external equities, based upon assigned duties and responsibilities and market comparisons. Reclassifications are appropriate when there has been a significant change or increase in job duties and responsibilities and require a change in classification and grade of an existing job. Human Resources base this change on an evaluation of the duties, responsibilities, scope, impact, and minimum qualification of the position. Any reclassification of a position must be approved by the City Manager. If the reclassification exceeds the approved budget, City Council approval is required.

3-01 (10) **Reorganization** - Reorganization is the restructuring of a department or unit within the department that results in an increase or decrease in the level of employee responsibilities and may result in the elimination of one or more employee positions. Reorganization should result in an organization that leads to increased efficiency and/or leverages the effectiveness of our human and financial assets. Any reorganization must be approved by the City Manager and comply with Title 2.

3-01 (11) **Demotion**

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

b. An employee that has been demoted will be placed on a six-month

probationary period. At the end of that probationary period, a performance evaluation will be conducted to determine the employee's ability to perform the job. Pursuant to probationary requirements.

3-01 (12) **Involuntary Transfer** - An involuntary transfer is defined as a move from one department or division to another, when the employee retains the same or lower job grade. If a transfer is made in conjunction with a demotion/disciplinary action, refer to "Demotion" above. In the case of demotion or transfer to position of lower grade, the salary shall be frozen if it is currently above the grade being demoted to until the grade catches up to the current salary. Department Directors may transfer employees within their department with City Manager approval. If a transferred employee is not successful in the position, he/she may be placed back in the previous position held immediately prior to the transfer or another position, subject to availability and the employee's qualifications. If a full-time merit employee cannot be returned to his/her former or similar position, he/she will be placed on the reinstatement list and shall be subject to all reinstatement rights and privileges.

3-01 (13) **Acting Positions**

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

b. A person appointed in an acting capacity shall be eligible to receive merit increases in his/her regular position during the acting appointment but shall not be entitled to merit increases in the position which is held in an acting capacity. Should the merit increase occur while the employee is in the acting position, the merit increase will be delayed until the employee is returned to his/her regular pay, at which time a retroactive merit increase will be granted. If the employee successfully completes the temporary work assignment, the time in the temporary capacity will count towards any required probationary period. Extra duty pay will cease when the individual is no longer performing the extra duties.

3-01 (14) **Reinstatement of Prior Service** - An employee who is rehired to a position within the City may have his/her previous service reinstated subject to the following:

a. A position must be available.

b. At the time of termination, the employee must have been in good standing with Midvale City including but not limited to must have given the City a minimum of two weeks written notice of termination, returned all City equipment, keys, uniforms, etc., and must not have been subject to disciplinary action at the time of resignation.

c. The time between termination and the rehire date is not counted toward service time.

d. In addition to reinstatement of their prior service for retirement vesting and vacation accrual, rehired employees may have their prior sick-leave balances reinstated, following the successful completion of the six-month probationary period, unless it has been converted to the retirement health savings plan. If the employee meets the requirements for reinstatement, the rate of pay will be determined by the Department Director with approval of the City Manager.

e. Employees who are reinstated by the City in a department, a field of work, or a position that is different from their former employment with the City will not be entitled to any consideration of reinstatement of sick leave balances.

3-01 (15) **Compensation Analysis** - Midvale City is committed to maintaining wage ranges which are competitive with other Wasatch Front communities of comparable size. Annually, the Human Resource Department conducts a wage and benefits survey of the relevant communities. Because not all City positions have matches in the established market, a classification analysis may also be done on each City position in conjunction with the market survey. This classification analysis considers such factors as education and experience requirements, supervisory and financial responsibilities, level of risk in position and the analytical requirements of the position.

3-01 (165) **Market Adjustments** - The City Manager may recommend appropriate changes based on the market analysis and classification analysis. Market adjustment recommendations may be made for specific job classifications or for the City as a whole. Market adjustments are considered each fiscal year and implemented July 1, if approved.

3-01 (17) **Pay Adjustments** - In order to remain competitive in the market, City management may consider adjusting the pay of eligible full-time employees who have worked with the City in the same position for four consecutive years to the mid-point of the pay range. To be eligible, employees must receive a score or indication of meeting or exceeding job performance expectations in their overall performance evaluations, must not be on an employee improvement plan, and have no pending disciplinary actions. Adjustments will be considered each fiscal year and implemented July 1 or December 1 based on date of hire, availability of funds, and budget approval.

3-01 (18) **Total Compensation** - Your total compensation at Midvale City consists not only of the salary you are paid but also includes the various benefits you are offered, such as group health and life insurance and your retirement plan, as described later in this manual. In accordance with IRS regulations, some fringe benefits such as meals, personal use of City vehicles, non-exempt work clothing, etc. may be considered taxable income and may be included on pay stubs and W-2's. Questions regarding your salary should be directed to your supervisor, Department Director, or the Human Resource Department.

3-01 (19) **Cost of Living Adjustments (COLA)** - Cost of living adjustments may be considered annually and is dependent on Council approval. Should an adjustment be granted, it would affect the pay scale as a whole, adjusting each grade by the percentage amount granted. COLA adjustments will be effective on July 1, as approved by the City Council.

3-01 (20) **Merit Increases** - Employees may receive merit increases based on performance evaluations and according to availability of funds as allocated by the City Council through the budget process. Merit increases will begin on December 1 each year, as approved by the City Council.

3-02 PERFORMANCE EVALUATIONS

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

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

3-02 (2) Designated supervisors will conduct an interim performance evaluation for any of the above employees transferred, reassigned, or promoted to a subordinate to a different designated manager, within ten business days of the effective date of the transfer.

3-02 (3) Employees may receive merit increases based on performance evaluations and according to availability of funds allocated by the City Council through the budget process.

3-02 (4) Department Directors and supervisors shall conduct employee performance evaluations during the month of October - November each year to assist employees in performing their responsibilities.

3-02 (5) Employees at the top of the salary range will be eligible to receive a one-time incentive bonus equal to the amount of the proposed merit increase based on the employee's performance.

3-02 (6) Approved copies of performance evaluations are placed in the employee's personnel file kept in Human Resources. Each employee will receive a copy of his or her performance evaluation.

3-03 ABANDONMENT OF POSITION

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

3-04 REDUCTION IN FORCE

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

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

a. The City Manager shall determine which positions must be eliminated and have the least impact upon the City and the delivery of services to its residents.

b. The City Manager shall then determine which employees occupying positions within the same class of positions to be eliminated shall be laid off. Employees holding emergency, temporary, and probationary positions shall be laid off first. The City Manager shall consider eliminating those employees whose most recent performance evaluation has overall "unsatisfactory" performance ratings if such ratings are current and available. Following termination of employees with "unsatisfactory" performance evaluations, the City Manager shall determine which additional employees occupying the affected positions, if any, shall be laid off. In case of the elimination of a position occupied by several employees having essentially equal skill, training, education, and performance evaluation ratings, preference will be given to the employee(s) having the most seniority (length of full-time service in the current term of employment with the City) compared to other employees occupying the position to be eliminated. The City Manager will next review performance evaluations and retain employees with a higher overall performance rating. If equal, seniority will be used to determine the employee(s) who will remain employed. When the position to be eliminated has been selected, the City Manager shall notify the affected employees in writing. The immediate supervisor and Department Director will notify the employee(s) verbally of the position elimination.

c. Employees will not be allowed to "bump" (a re-assignment of jobs based on seniority) other employees out of their current positions.

d. Employees laid off under the provisions of this section, who leave the City in good standing, with an overall satisfactory performance review rating and who are not subject to disciplinary actions at the time of termination, shall be reinstated if their same position or a position identical in scope of responsibility, education, experience, and training, pay grade, and job duties becomes available within one year of the employee's termination. It is the terminated employee's responsibility to notify the Human Resource Director when he/she is interested in being considered for an open position other than a position identical to the job he/she previously held. The terminated employee will be required to go through the established interview process for positions other than a reinstatement to a position he/she previously held.

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

3-05 REMOTE WORK

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

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

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

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

i. The position is eligible to work remotely by the Department; and

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

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

3-05 (1) **Approval Standards and Process**

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

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

i. Supervisor requests Human Resources to route the Remote Work application and recommends if the employee is a good candidate for remote work based on performance in his/her current position.

ii. Department Director reviews the application and determines if the employee is a good candidate based on performance in his/her current position.

c. The Human Resources Director reviews the application, verifies position eligibility, and employee job performance history.

d. The Human Resources Director will route the Remote Work Agreement for completion and signatures to the supervisor, employee, Department Director, Human Resources Director, and City Manager.

e. An Equipment Check-out and Return form must be submitted with the Remote Work Agreement and updated on a regular basis.

f. If an employee approved for remote work is placed on a corrective action plan, the remote work approval is revoked immediately unless otherwise authorized by the City Manager.

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

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

SECTION 4 – EMPLOYEE BENEFITS

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

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

b. Health insurance elected by eligible new hires is effective on the first day of the month following the employee's start date. Coverage is canceled at the end of the month following the termination date.

c. Eligible employees may only receive those health insurance benefits offered by the City at the time of hire or rehire.

d. Eligible employees must provide proof of insurance under another plan in order to waive the City's coverage annually.

e. Eligible employees shall not cancel City insurance without providing proof of other coverage and notifying Human Resources.

f. Employees who meet the requirements to waive their medical insurance may receive a stipend per pay period approved by the City Council. If an employee is on leave of absence without pay, that waiver amount will be suspended until the employee returns to work.

g. Employees should refer to applicable plan documents, which are available upon request from the Human Resources Director. Whenever a City policy is inconsistent with a plan document, the plan document shall control.

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

a. All full-time and qualified part-time City employees are eligible for this life insurance benefit.

b. Additional life insurance is available for eligible employees and their families as an option and is paid for by the employee. Additional information can be obtained from the Human Resource Department.

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

4-04 SOCIAL SECURITY - All employees are covered under the federal social security program. Social security is designed to provide supplemental income to workers who retire. Social security was not designed to provide retirement income, which will maintain a recipient at a lifestyle attained during working years.

4-05 LONG- AND SHORT-TERM DISABILITY - Subject to the terms and conditions established and controlled by the plan provider and/or other

disability plan provider(s), the City sponsors long-term and short-term disability insurance coverage for employees in eligible classifications for the purpose of providing income protection against the loss of an employee's ability to work and earn income. All full-time and qualified part-time employees are eligible.

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

a. When authorized by a physician, medical expenses related to the work-related injury or illness (including doctor, hospital, surgical, physical therapy, prescription medication, medical equipment, and any out-of-pocket medical expenses) are covered.

b. Worker's compensation also pays for wages lost as a result of an employee work-related injury or illness; however, there is a three-day waiting period. During the three-day waiting period, a regular employee may charge any absence to accumulated sick, vacation, or compensatory time.

c. Worker's compensation pays 66 2/3% of an employee's average weekly wages and is non-taxable up to a maximum amount as defined by worker's compensation. An employee may elect to charge up to one day of sick leave, vacation, or compensatory leave for each day of absence in an amount equal to the portion of the employee's total compensation, which is not paid by worker's compensation benefits. However, in no case can the combination of sick leave and worker's compensation benefits exceed the employee's base pay. Once accrued leave has been exhausted, the employee will no longer accrue vacation, sick, or holiday leave until they return to work. Service time in Utah Retirement Systems will continue while on worker's compensation.

d. Midvale City employees who take time off work as a result of an injury sustained at other employment are not eligible to use any accrued sick leave while receiving workers compensation disability benefits based on other employment.

e. Under the provisions of the Americans with Disabilities Act and/or Family Medical Leave Act, and related to state law, an injured employee may have some right to a period of job protection during a worker's compensation absence. See the City's separate disability accommodation and FMLA policies for additional information.

f. When injured while on duty, an employee must:

i. Immediately obtain necessary treatment. The City recommends that employees initially seek medical treatment at an approved medical facility. If emergency medical treatment is needed, the employee should seek treatment at the closest medical facility. Contact Human Resources for approved medical facilities.

ii. Ensure that doctors who treat their injuries complete a medical report describing how, when, and where the accident occurred. The employee is responsible for making sure a copy of the medical report is sent to the Human Resource Director.

iii. Report the injury to their supervisor or Department Director as soon as reasonably practical. The supervisor shall be responsible for notifying the Human Resource Director. Claims not meeting statutory notification requirements can be denied under workers compensation laws.

iv. The job-related injury shall be detailed on forms prescribed by the Utah Labor Commission and the City. These forms must be completed and submitted to the Human Resource Director within three days following the incident producing the injury.

v. An employee reporting an accident or injury while performing his or her duties on the date of the accident will be paid for that day.

vi. Employees injured while on duty must submit to a drug test as prescribed by drug testing policy in Section 6-03.

vii. Employees in safety sensitive positions returning after an extensive leave (30 days or more) must submit to a drug test prescribed by the drug testing policy in Section 6-03.

viii. It is the employee's responsibility to obtain a medical release form signed by a doctor. The employee is to report to work as permitted by the medical release form.

ix. Upon receipt of a medical release form, a supervisor will review doctor recommendations and consider available work assignments. Depending on availability, light duty work assignments may or may not be allowed.

x. A copy of the medical release form needs to be submitted to the supervisor and a copy submitted to the Human Resource Department prior to returning to work.

f. Upon return from a worker's compensation leave the City will accommodate an employee's return to their original or an equivalent position whenever possible. If any employee fails to report to work promptly at the end of the approved leave period, the City will assume the employee has resigned.

g. The City reserves the right to act in accordance with its own safety and risk management policies to determine appropriate action with respect to the workforce, procedures, internal controls, and even disciplinary action, in order to enforce its own safety and risk management policies.

h. As provided by applicable state law, the City retains the right to pursue any and all available legal actions against any third party to recover worker's compensation costs for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

i. An employee on leave for workers' compensation is not allowed to work a secondary job.

4-07 **COBRA -** The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, retirement, or death of an employee, a reduction in an employee's hours, a leave of absence, an employee's divorce or legal separation, a dependent child no longer meeting eligibility requirements, or termination of FMLA leave.

a. Subject to the terms and conditions of the group policy and applicable legal standards for extensions of insurance coverage under the law, employees, their spouses, dependents, and divorced or separated spouses may continue the group insurance plan benefits for periods of time beyond the last date of work of the employee for the City. The terms, limitations, conditions, and length of extensions of coverage are specific in each individual case. Employees, dependents, spouses and ex-spouses are encouraged to make an inquiry of the Human Resources Department. Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rates plus a 2% administration fee.

b. The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's health insurance plan. The notice contains important information about the employees' rights and obligations.

c. Retirees, who meet the conditions for retirement as determined and defined by the Utah State Retirement Board or another City-sponsored retirement plan, may elect to continue their health insurance coverage upon retirement, which they had prior to their retirement date. Retirees will be required to pay the full premium for this insurance group coverage, plus a 2% administration fee, under COBRA, for a period of up to 18 months.

d. Continuation of health insurance coverage must be coordinated with the City under the terms and conditions established by and through the Plan Provider. Employees interested in more information about the continued health insurance coverage under this policy should contact the Human Resource Department.

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

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

b. Non-benefited temporary or part-time (<30 hrs./wk.) employees are not eligible for URS benefits. Eligible employees must work a minimum of 30 hours per week and receive benefits from the City.

c. The URS has designated two categories of employees according to enrollment date. Once you are enrolled in the URS as either a Tier 1 or a Tier 2 employee, you will keep that designation, even if you stop working for a participating employer for a period of time and then return at a later date.

d. Employees initially enrolled in the Utah Retirement System before July 1, 2011, are classified as Tier 1 employees. The City will pay the full URS Tier 1 rate for eligible employees. All City employees are enrolled in the Noncontributory System.

e. If you leave employment covered by Utah Retirement Systems, you are not eligible for a refund, but your retirement funds will remain in your account, and you will receive a benefit when you retire. Benefits are vested after four years of service.

f. Employees initially enrolled in the Utah Retirement System on or after July 1, 2011, are classified as Tier 2 employees. The City will pay the required URS Tier 2 rate for eligible employees.

g. Tier 2 employees may choose between a defined contribution or a hybrid plan (see HR for more information). Employees have one year after employment begins to make this irrevocable choice of plans.

h. Any eligible employee that is active in the Utah Retirement System may participate in the URS 401(k) plan in accordance with federal and state law contribution limitations.

i. To access your Utah Retirement System account, go to www.urs.org. You can login to my URS which will display your years of service and account information. You can also view account statements, update your address and beneficiaries and print forms.

j. For additional information regarding your Utah Retirement System accounts, contact URS benefits or the Human Resource Departments.

4-09 MISSIONSQUARE RETIREMENT BENEFITS - The City also offers qualified savings plans through MissionSquare. Employees in the positions listed in Section 4-08(a) above may opt out of the Utah Retirement program and instead invest the full amount in the MissionSquare program.

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

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

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

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

a. **Contribution Sources and Amounts:**

i. Direct Employer Contributions: A discretionary amount to be determined each Plan Year.

ii. Mandatory Employee Leave Conversions: Accrued Sick Leave per City Policy

b. Employees with more than 480 hours of sick leave are required to convert sick leave to contribute to their RHS Plan. Only sick leave in excess of 480 hours at the end of the first full pay period in January is eligible to be contributed to the RHS Plan. The contribution is equal to sick leave earned during calendar year in excess of 480 hours less sick leave used during calendar year multiplied by 50%. The converted sick hours will be deducted from the employee's sick leave balance. After the conversion of sick hours for the contribution to the RHS Plan, participants may elect to convert 25% of remaining sick leave in excess of 240 hours to vacation leave.

c. For full-time and qualified part-time employees, the City will contribute 10% of total accrued sick leave hours at applicable hourly rate upon separation from service to the employee's RHS Plan.

d. Contributions to the RHS plan will be vested according to the contract with the RHS Plan provider.

e. Contact the Human Resource Department for additional information on the RHS Plan and the current vesting requirements.

4-11 EMPLOYEE RECOGNITION - It is the intent of the City to recognize those employees whose loyalty and dedication to public service are reflected

in their length of service to the City. The City expresses this recognition and attempts to show a measure of its appreciation through an Employee Service Awards Program. As part of the Employee Service Awards program, the City presents employees with awards based upon the total number of years of service in five-year increments.

Years of Service	Gift Certificate Amount
5 Years	$100
10 Years	$200
15 Years	$300
20 Years	$400
25 Years	$500
30 Years	$600

4-12 WELLNESS PROGRAM

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

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

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

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

4-14 AUTOMOBILE MILEAGE REIMBURSEMENT

4-14 (1) The City provides City-owned vehicles for employee use during normal business hours for City use. In the event that a City-owned vehicle is not available, the City, at its sole discretion, will reimburse employees for use of

their personal vehicles for City business at the rate currently allowed under Internal Revenue Service regulations. Employees must have prior approval of the Department Director to use their personal vehicle for City business. Employees using their own personal vehicle for City business must provide proof of insurance coverage to their Department Director.

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

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

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

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

Option 1: Carry a personal cell phone that will be used for both City use and personal use with the monthly service paid for by the employee. The City will reimburse the employee an appropriate amount based on the cost of the City's plan per paid period for City use of the phone. If the phone is damaged, all replacement costs will be paid by the employee.

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

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

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

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

a. While at work, employees are expected to exercise the same discretion in using personal cell phones as when using company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Excessive use of cell phones during work hours for personal use may be cause for disciplinary action.

b. As a general rule, employees should restrict the use of cell phones for personal reasons to scheduled breaks or lunch periods in non-working areas.

c. To ensure the effectiveness of meetings, employees are also asked to turn cell phones to vibrate mode during the meeting or leave the cell phone at their desk.

d. The City prohibits employees from using cell phones or similar devices while driving any City-owned vehicle or while conducting business for the City and driving any vehicle.

e. This prohibition includes receiving or placing calls (unless the device has hands-free capability), text messaging, surfing the Internet, receiving or responding to email, watching videos, checking for phone messages, or any similar activity in which the driver has to interact with or physically manipulate the cell phone.

f. If the employee must respond to a text message, email, or other type of communication in a non-hands-free mode, he/she must stop the vehicle in a safe location and remain in that location until the communication is completed.

g. Employees violating this policy are subject to disciplinary action up to and including termination.

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

a. The City may issue business cell phones to employees for work-related communications. Personal use of a City-owned cell phone is subject to the provisions of Section 6-01 (8).

b. The City reserves the right to review City-owned cell phone usage and may, at its sole discretion, monitor the activity of all of its equipment including City-owned cell phones. Employees have no expected right to privacy as it relates to any City-owned equipment. If the City finds the employee is abusing the use of the City-owned cell phone for personal use, the City-owned cell phone will be confiscated, and the employee will be required to choose a different option under Section 4-16(a).

c. Employees in possession of City equipment (including cell phones) are expected to protect the equipment from loss, damage, or theft. Upon termination of employment, or upon request at any time, the employee may be asked to produce the equipment for return or inspection. If the employee fails to return the equipment in a timely manner or if the equipment is damaged beyond normal “wear and tear”, the City reserves the right to withhold the fair market value of the equipment from the employee’s paycheck.

d. Any and all information on any City-owned equipment and any personal or City-owned cell phone in which the City pays for or reimburses the employees for use, may be considered a public record and may be obtained through a Governments Records Access and Management Act (GRAMA) request. Any City-related information collected on any device for City-related business, including a personal cell phone, may be considered a public record and may be obtained through a GRAMA request regardless of if the City pays for or reimburses the employees

for use. Employees are expected to cooperate with such GRAMA requests.

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

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

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

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

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

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

c. **Use of Personal or City Vehicles -** Transportation by car may be required if travel time is less than one day, scheduling permits and the expense is more economical than air travel. Generally, an employee should use a City vehicle for travel. If a City vehicle is not available and the employee must use a private vehicle, the City will reimburse at the

mileage rate established by the IRS. If more than one employee is riding in the same vehicle, only the owner of the vehicle will be reimbursed for mileage. If an employee has an assigned City vehicle, they are expected to use that vehicle. If an employee chooses to use a private vehicle when a City vehicle is available, the City will compensate at half the mileage rate established by the IRS for tax purposes. If a City vehicle is used, no mileage compensation will be made, but the City will pay fuel costs and any repairs needed to the vehicle while traveling. Employees with vehicle allowances are expected to use the vehicle at no additional cost to the City for City-related travel within a 50-mile radius of City Hall. Employees using their own personal vehicle for City business must provide proof of insurance coverage to their Department Director.

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

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

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

   ii. **Reimbursement** - Lodging will be reimbursed at actual cost on a single rate basis or divided rate basis if more than one employee shares the room. Employees will be reimbursed according to the rates allowable for each locality in the United States as specified in the per diem schedule issued periodically by the U. S. Government Office of Personnel Management. In some instances, actual expenses in excess of the maximum rate for lodging may be allowed, e.g., where a conference or meeting hotel has been designated and scheduling does not reasonably permit alternative lodging, or where no other rooms are available. Prior approval must be obtained from the employee's Department Director under these circumstances. When obtaining lodging, employees should notify the hotel of their tax-exempt status as a City government employee and provide tax exemption forms available from the Finance Department. All

lodging receipts must be submitted with a travel voucher. Employees that stay with relatives, friends or other means in lieu of staying in a hotel, are eligible for a $50 per night stipend.

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

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

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

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

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

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

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

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

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

i. Transit fares at the travel destination site only. Transit fares to and from Salt Lake City transportation terminals are not reimbursable.

ii. Tolls;

iii. Baggage handling;

iv. Up to two telephone calls daily to the employee's home area code are reimbursable while in travel status, in addition to calls related to City business. The amounts of personal telephone calls are not to exceed $7.50 in aggregate daily total. The City may supply prepaid phone cards as an alternative;

v. Parking fees with receipts; and

vi. Necessary and reasonable transit fares at the destination site, including gratuities not to exceed 15% (or 20% in major markets) are reimbursable with receipts.

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

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

i. **Regular Work Hours** - Nonexempt employees will be compensated for travel time during regular working hours while on approved City business.

ii. **Regular Work Hours on Non-Workdays** - Travel during regular working hours on non-workdays (e.g., Saturday, Sunday or holidays) Is treated as "hours worked" only when the City mandates such travel.

iii. **Outside of Regular Work Hours** - Time spent traveling, (e.g., on a plane, bus, or in a car) outside of normal working hours, is not considered "hours worked".

4-19 EDUCATION ASSISTANCE

- The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The City's Educational Financial Assistance program encourages personal

development through formal education so employees can maintain and improve job-related skills.

a. The City may provide educational financial assistance up to 75%, but not to exceed $1,500 of the cost of tuition, fees, (excluding late fees) and books per request to eligible employees. Employees may make two requests for reimbursement per fiscal year for maximum amount of $3,000 per fiscal year to be granted depending upon annual budget appropriations. Only full-time employees who have successfully completed their six-month probationary period are eligible to receive financial assistance from this program.

b. To maintain eligibility, employees must remain on active payroll and perform their job satisfactorily through completion of each course. Educational financial assistance is limited to courses required for a college degree, provided that the degree relates to the employee's career path.

c. The City has sole discretion to determine approval for any educational financial assistance requested. Approval must occur first through the Department Director and next through the City Manager prior to enrollment in the course.

d. Pursuant to this policy, costs of tuition, fees, or books will be disbursed upon successful completion of the approved course. Where a grade is given, the employee must successfully complete said course with a grade of "B" or better. If the course is on a pass/fail basis, the employee must pass the course to qualify for reimbursement. The employee must submit a request for reimbursement along with documentation of successful completion of the course to the City Manager within 30 calendar days of completion of any approved course.

e. Employees may not be reimbursed for tuition paid by another financial grant or scholarship.

f. If an employee separates from City employment within two years of completing any course for which the employee received reimbursement, the amount of educational financial assistance for that course shall be deemed a loan and will be deducted from the employee's final paycheck. Employees must agree to sign a promissory note if the final paycheck is insufficient to repay the loan in full. The terms of which will be a negotiated monthly payment, 0% interest, and full repayment of the outstanding balance within one year of the employee leaving employment with the City.

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

4-20 SEPARATION OF EMPLOYMENT

4-20 (1) Employees who voluntarily resign may receive an exit interview administered by the Department Director, Human Resource Director, or designee. Employees who resign and desire to remain in good standing with the City should give a minimum of a two-week notice. Otherwise, they may not be considered for re-employment at a future date. Such notice should be given in writing to your supervisor and Department Director and forwarded to Human Resources. Employees are not allowed to resign and use vacation after their resignation notice, even if such vacation was previously approved. The City Manager may waive this requirement if doing so would benefit the City.

4-20 (2) **Vacation -** Upon separation from employment with the City, employees are entitled to receive payment for accrued and unused vacation time, provided they sign a release agreement waiving any and all legal claims against the City, its officials, officers, employees, and representatives, arising out of or related to the employment relationship and its termination. This policy applies to all regular full-time and qualified part-time employees of the City who are eligible for vacation benefits. The payment will be calculated based on the employee's regular rate of pay at the time of separation and included in the final paycheck along with any accrued unused compensatory time. The Human Resource Department will provide the employee with the necessary release agreement paperwork. The employee will have a specified period to review and sign the release agreement before receiving payment for accrued unused vacation time. In exceptional circumstances or as required by law, the city may withhold payment for accrued unused vacation time pending resolution of specific issues related to the employee's separation.

4-20 (3) **Sick Leave -** Upon separation of employment with the City, full-time and qualified part-time employees who have successfully completed their probationary period are entitled to convert 25% of their accrued unused sick leave in accordance with Section 5-04 after which 10% of the remaining accrued unused sick leave will be deposited into the employee's Retirement Health Savings Account (Section 4-10). Unused sick leave benefits will not be

paid as direct compensation to employees while they are employed or upon termination of employment except as otherwise stated in this policy.

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

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

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

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

Years of Service	Gift Certificate Amount
5-9 Years	$100
10-19 Years	$200
20+ Years	$300

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

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

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

4-20 (8) **Disability Insurance Continuation -** The City's disability insurance also has a conversion option. When you leave employment, you may convert to an individual policy. Contact Human Resources for more information.

4-20 (9) **Continuation of Group Health Plans (COBRA) -** Federal law requires employers to offer a temporary continuation of group health plan coverage to qualified beneficiaries. Employees covered by an employer's group health plan and/or spouses and dependent children may qualify, including children born after the qualifying event. The continuation period is generally 18 months but can be extended. Please contact Human Resources for more information.

4-20 (10) **Health Insurance Portability (HIPAA) -** The Health Insurance Portability and Accountability Act is designed to help ensure portability of health coverage for individuals and families who move from one employer health benefit plan to another and to protect your health information. The act places several significant obligations on Midvale City and our group health plan providers, including a requirement to issue a Certification of Credible Group Coverage to employees and their eligible dependents when coverage under the City's health plan ends. These certifications provide documentation of prior coverage which terminating employees and their dependents may need to reduce preexisting condition limitations when enrolling in a new health plan benefit.

4-20 (11) **Retirement Early Withdrawal Penalties -** You may withdraw part or all of your retirement accounts upon termination. There is a 10 percent penalty on withdrawals from the State Retirement (if applicable) and Mission Square 401(a) systems. The IRS requires a 20 percent withholding of the withdrawn funds. This 20 percent does not change the penalty or taxes due. As usual, any funds withheld in excess of the taxes and penalties due are refunded after you file your taxes for the year. You may avoid the taxes and penalties by leaving your money in the plan or rolling it into another qualified plan. You may obtain all the appropriate paperwork from the Human Resources Department.

SECTION 5 – LEAVE POLICIES

5.01 ANNUAL VACATION LEAVE

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

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

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

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

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

b. **Maximum Vacation Accrual Allowed**: Vacation time accrued cannot be carried forward from one calendar year to the next in excess of the following:

i. A maximum of 240 hours per year shall be allowed to be carried forward from one calendar year to the next. If the amount of unused, accrued, or credited vacation time on December 31st of each year exceeds the cap of 240 hours, the excess balance will be forfeited and added to the sick leave bank.

ii. Vacation leave shall be requested from and pre-approved by the employee's supervisor. Advancing vacation leave to any employee is prohibited. Vacation leave cannot be used for any unapproved absences.

iii. In the event an employee is not allowed to use previously scheduled and approved vacation leave because of unforeseen needs of the City, the City Manager may in writing grant an extension up to 60 calendar days from the forfeiture date in which the employee may use his/her vacation time. All accrued or credited vacation time will be paid at the time of separation from the City.

c. Department Directors are credited their authorized number of vacation hours annually on January 1 of each year. If the eligible employee is hired after January 1, the number of hours of vacation pay credited on the date of hire will be pro-rated based on the months remaining in the

year. The City Manager reserves the right to negotiate vacation time upon hiring of Department Directors.

d. A holiday that falls during an employee's annual vacation leave shall be counted as a paid holiday. Annual vacation leave shall be requested and pre-approved by the employee's supervisor.

e. Employees on an unpaid leave of absence, such as a leave of absence, FMLA, or unpaid administrative leave, will not accrue vacation or sick leave during that time.

f. Paid vacation shall be accounted for in minimum increments of one quarter hour. Exempt employees who are off work for less than a full workday with their Department Director's approval shall not have their vacation deducted for vacation time taken.

g. Employees who fail to notify their supervisor of their absence, regardless of the duration, are not permitted to use leave time for those hours.

5-02 HOLIDAY LEAVE

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

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

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

a. Except for the Juneteenth, the following observance policy applies to holidays falling on days when City Hall is closed. If a holiday falls on or

is observed on a Friday or Saturday, the holiday will be split between the preceding Thursday and following Monday, so City Hall stays open. If a holiday falls on a Sunday, the holiday shall be observed on the following Monday or as designated by the City Manager. If the holiday falls on or is observed on a Monday through Thursday, City Hall will be closed for the holiday. For the Juneteenth holiday special observance policy, please see Sections 5-02(i).

b. Full-time employees are eligible for 120 hours of holiday pay per calendar year. Qualified Part-time employees will receive holidays on a pro-rated basis. Part-time employees (working less than 30 hours per week) are not eligible for holiday pay.

c. Public Work on-call employees required to work on an observed holiday or an actual holiday that falls on their regularly scheduled day off, are paid at a rate of one and one-half times their straight time base pay rate plus holiday pay as long as they meet the 40-hour work week including the holiday.

d. Non-exempt Public Works employees scheduled off on an observed City holiday but required to work for snow events or other emergencies will be paid for the holiday hours in addition to receiving compensatory time or overtime.

e. Employees do not accrue holiday pay when on an unpaid leave of absence.

f. Public Work employees accruing holiday leave due to their on-call status may use the holiday on a floating basis as long as it is requested and pre-approved by the employee's supervisor. Any floating holidays must be used within 30 days. Unused holiday hours may not be carried from one calendar year to another.

g. Regular Employees working a 4/10 work schedule may not accrue holiday hours or move their holiday to a different day.

h. Exempt employees are paid on the basis of set compensation and are compensated for all holidays based on that compensation. If an exempt employee works on a holiday, they are not compensated additionally for such work.

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

5-03 **SICK LEAVE -** Sick leave time off with pay is provided to eligible full-time and qualified part-time employees for periods of temporary absence due to illness, injury, or to obtain necessary medical care for themselves and/or their dependents at the discretion of the Department Director. Sick leave must be used for any City-approved FMLA leave use. Sick leave hours are intended primarily to provide income protection in the event of illness, injury, or approved FMLA use, and shall not be used for any other absence. An employee is prohibited from working secondary employment during the actual hours of sick leave. Sick leave may not be used until the pay period following its accrual.

a. Sick leave is not job protection.

b. Full-time employees shall accrue 4.00 hours of sick leave per pay period for 24 pay periods annually. Employees do not accrue sick leave while on an unpaid leave of absence.

c. Qualified Part-time employees are eligible to receive sick leave on a pro-rated basis. Part-time employees and persons hired on an emergency, seasonal, or temporary basis are not eligible for sick leave.

d. Paid sick leave shall be accounted for in minimum increments of one quarter hour. Exempt employees who are off work for less than a full workday shall not have their sick leave deducted for sick time taken. Otherwise, exempt employees are subject to the same conditions and limitations applicable to the qualified and proper use of sick leave for illness, injury, or bereavement.

e. Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence.

f. Employees unable to fulfill normal work assignments due to illness or injury may or may not be allowed light duty assignments depending on availability.

i. Employees may be required to demonstrate the ability to perform essential job duties and/or provide a medical release before returning to work. Any employee admitted or outpatient to a hospital or similar healthcare facility is required to provide a medical release before returning to work. A medical release should be provided to the Human Resources Director.

j. Paid sick leave is a privilege and not a right of employment. Abuse of the sick leave privilege shall constitute grounds for disciplinary action. Employees who consistently utilize sick leave (accrual of less than 40 hours), may become suspected of policy abuse.

k. Where a pattern of sick leave use is present or a question arises as to the legitimate use of accrued sick leave, Department Directors, in coordination with the Human Resources Director, have the right to investigate use of sick leave, make inquiry of the employee as to his/her ability to perform essential functions of the job, and otherwise request medical information be provided to the supervisor.

l. Advancing sick leave to any employee is prohibited.

m. Employees, supervisors, and Department Directors are required to notify the City Manager and Human Resource Director whenever paid sick leave is used for a medical disability or serious health condition of the employee or the employee's family or household member. A serious health condition means an illness, injury, impairment, or a physical or mental condition that involves an absence of three consecutive workdays or longer under the care of a health care provider, inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

n. An FMLA request form is to be completed by the employee and submitted to the Human Resource Director to be approved by the City Manager. This form is used to determine the effective date of any medical disability or serious health condition of the employee or family member and the period of available leave (paid and unpaid) benefit for the employee.

o. If the proper form is not completed, the City Manager will determine the effective date of any serious health condition and the period of available leave (paid or unpaid) based on the first date the employee was granted leave related to, and/or in connection with, the employee's medical disability or serious health condition.

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

5-04 SICK LEAVE CONVERSION - Full-time employees who have accrued a minimum of 240 hours of sick leave may elect to convert 25% of their additional

earned, unused sick leave benefits to vacation leave **one time** each calendar year.

5-05 LEAVE DONATIONS - Employees may voluntarily and anonymously donate accumulated unused leave (vacation, comp time, or sick leave) hours to the sick leave bank of the City to be used by an employee who has suffered an incapacitating major illness or injury or family emergency, which has exhausted the employee's regular sick leave, vacation, and comp-time accounts.

a. Any unused vacation hours over the 240 allowed that are forfeited by employees at the end of the year shall be donated to the sick leave bank.

b. Eligible full-time City employees must have been employed with the City for one year or more, do not have a history of sick leave abuse, are meeting or exceeding expectations based on their last performance review, are not currently on a performance improvement plan or on administrative leave, and have accumulated 40 or more hours of unused sick leave at the time of the request (or when the illness began) for extended sick leave compensation.

c. A maximum of 160 hours of extended sick leave compensation may be requested per rolling 12-month period.

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

d. Sick leave bank hours are granted on an as-needed basis and may not be accrued. The employee must exhaust all personal leave prior to using any sick leave bank hours. No sick leave or vacation leave will be accrued while an employee is using sick leave bank hours.

e. All requests must be approved by the employees' Department Director and the City Manager. All donations are made on a confidential basis. Each case will be considered separately based upon the merits of the situation.

f. Advancing extended sick leave to any employee is prohibited.

5-06 BEREAVEMENT LEAVE - The City grants bereavement leave for eligible employees as specified in this policy.

a. **Eligibility**.

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

2. All employees, regardless of status, are eligible to receive bereavement leave who have suffered a pregnancy loss.

b. **Definitions**.

1. Immediate family includes the employee's spouse or domestic partner, parents, children, siblings, grandparents, aunts, uncles, and grandchildren. This includes adopted, foster, step, half, and in-law relationships of the same nature listed in the previous sentence. Exceptions to the immediate family members listed require City Manager or designee approval.

2. An employee, for purposes of this policy, has suffered a pregnancy loss if the employee's pregnancy is ended by way of miscarriage or stillbirth, or the employee's spouse or partner, former spouse or partner, or biological parent's pregnancy is ended by miscarriage or stillbirth. An employee intended to be an adoptive parent who has suffered a pregnancy loss may receive this benefit with documentation provided, i.e., valid gestational agreement.

c. **Leave Time**. Bereavement leave of up to three working days of paid leave is granted in cases as described above. Additional time may be granted with City Manager or designee approval. Sick leave will be used for additional approved leave time, followed by vacation.

d. **Notification**. An employee requiring bereavement leave should inform their supervisor as soon as possible.

e. An employee who works less than 30 hours a week is not eligible for paid bereavement leave for the death of an immediate family member. Unpaid time off may be granted with supervisor's approval.

f. Bereavement pay is calculated based on an employee's base rate of pay. Bereavement leave does not count as time worked for the purpose of calculating overtime.

g. An employee may receive up to 5 hours' funeral leave with pay to attend non-immediate family funerals, at the Department Director's discretion.

h. Bereavement leave shall be pre-approved by an employee's Department Director. Employees may be required to provide verification of the death (obituary) and their attendance at the funeral (funeral program).

5-07 MILITARY LEAVE - Military leave is paid time off granted to eligible employees for military duty.

a. An employee on official military orders is entitled to paid military leave, which shall not exceed 80 hours per calendar year, to complete military duty. Unused paid military leave may not be carried over from one year to the next.

b. An employee shall notify their supervisor and the Human Resource Department of their military orders, in writing, as soon as possible. The written notification will include the estimated leave date, the intended return date, and any required payroll deduction decisions.

c. **Active Duty**

i. An employee ordered to active duty shall be eligible to use the paid military leave upon commencement of the active duty only if such leave has not been previously used during the calendar year.

ii. An employee ordered to active duty may use accrued paid leave and/or leave without pay for the remainder of the active-duty period.

iii. Contribution payments by both the City and employee may be required during the active-duty period in order to continue accruing years of service. The City and employee shall follow the process outlined by Utah Retirement Systems.

iv. Employees on active duty who elect to continue payroll deductions shall coordinate such with Human Resources.

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

vi. Employees who meet the requirements of Utah Code Ann. § 71A-8-101 will be restored to the same position or to a position equivalent to the same position that the employee held immediately prior to the commencement of their active military service.

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

a. The City pays an employee's regular salary or wage when the employee is absent during a scheduled shift. The employee is required to remit any such jury or witness fee received to the Finance Department within one week of receipt.

b. An employee may retain mileage reimbursement paid by the court.

c. An employee must show the jury or witness duty summons to his or her supervisor as soon after receipt as possible so the supervisor may make arrangements to accommodate their absence,

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

a. An employee is eligible under the Family and Medical Leave Act if the employee has been employed with the City for a minimum of 12 months, has worked a minimum of 1250 hours in the 12-month period immediately preceding the request, and works within a 75-mile radius of a City office with 50 or more employees.

b. Eligible employees may request up to 12 weeks of leave for situations related to certain family, medical, and military reasons such as:

i. To care for the employee's child after birth, or placement for adoption or foster care;

ii. To care for the employee's child, spouse, parent (but not in-law) who has a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or that requires continuing treatment by a health care provider.

iii. For the employee's own health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one or more essential functions of the employee's job;

iii. For any qualifying exigency caused by a family member who belongs to the regular Armed Forces being called for deployment to a foreign country, or a member of the reserves or National Guard being called to active-duty deployment to a foreign country; or

iv. To care for a spouse, child, parent, or next of kin who is a service member and is injured or becomes seriously ill while on active duty or within five years of leaving the Armed Forces.

c. Eligible employees should make requests for family and medical leave to the Human Resource Department and notify supervisors in writing at least 30 days in advance of a foreseeable event and as soon as practical for an unforeseeable event.

i. In an emergency, the employee must contact his or her supervisor within 48 hours or as soon as practical.

ii. An eligible employee may take leave consecutively or intermittently for qualifying conditions. If intermittent or reduced leave is needed, employees are strongly encouraged to schedule their leave, so it does not unduly disrupt City operations.

iii. All employees requesting leave under this policy must complete the applicable Certification of Health Care Provider form and return it to the Human Resources Department within 15 working days.

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

v. An FMLA request form is to be completed by the employee and submitted to the Human Resource Director to be approved by the City Manager. This form is used to determine the effective date of any medical disability or serious health condition of the employee and the period of available leave. If the proper form is not completed, the City Manager will determine the effective date based on the first date the employee was granted leave related to, and/or in connection with, the employee's medical disability or serious health condition.

vi. An employee on designated FMLA leave will have all absences related to that qualifying event count toward the total eligible 12 weeks of FMLA leave.

vii. FMLA leave will be based on a rolling 12-month period, which is measured backward from the date an employee uses any FMLA leave. Each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the 12 weeks, which has not been used during the immediately preceding 12 months. FMLA leaves may be approved for a maximum of 12 weeks in a 12-month period.

d. Eligible employees must use available paid leave (accrued vacation, compensatory leave, and sick leave) concurrent with FMLA leave. Supervisors will be responsible for submitting the employee timecard, including FMLA use to the Human Resource Department while an employee is on FMLA leave if the employee is unable to do so.

e. Subject to the terms, conditions, and limitations of the applicable health insurance plans, the City will continue to contribute to premiums in accordance with established policy during an employee's approved FMLA leave. However, seniority and other benefits will not accrue during unpaid time off. The employee must continue to pay any portion of the premiums that the employee would typically pay if not on leave, either through payroll deduction or in person. The City has the right to recover health insurance premiums if the employee does not return from FMLA leave.

f. If the employee is returning from leave for their own serious health condition, the City may request a fitness-for-duty report from the healthcare provider before the employee can return. Failure to provide a fitness-for-duty certification may delay your return to work.

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

ii. If an employee fails to return to work after exhausting FMLA leave, the employee is responsible for reimbursing the City for any unpaid employee share of the premium costs if there is no paid leave available.

iii. On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

g. **Secondary Employment Prohibited While on FMLA Leave** - While on FMLA leave, employees shall not work secondary employment during regularly scheduled working hours when using paid sick leave. Other secondary employment must be consistent with the qualifying medical condition, or any restrictions medically imposed related to FMLA leave.

h. An absence from work due to an on-the-job injury or illness, which qualifies as a worker's compensation absence also qualifies as an FMLA absence.

i. Employees with domestic partners who meet the eligibility criteria of domestic partner insurance coverage with the City, may be considered eligible for leave to support their domestic partners. Employees must meet the same requirements as if they requested leave under FMLA. Any leave granted will be subject to similar requirements and restrictions as FMLA leave. However, such leave is not provided for or protected under FMLA or any other law. This policy is subject to change or revocation at any time.

5-10 PARENTAL LEAVE

a. Full-time employees may request a maximum of 240 hours paid parental leave for the birth of a child or placement of a child for adoption or foster care.

b. Parental leave will start on the date of the child's birth or, in the case of adoption or foster care, the date the child is placed in the employee's home.

c. Employees will report the pending birth or adoption or placement of a child to their supervisor as soon as practicable.

d. Parental leave will run concurrently with FMLA and Short-Term Disability (if applicable). Leave may be taken intermittently.

e. For employees approved for Short-Term Disability insurance, parental leave will make up the difference between 100% pay and 66 2/3% pay (if applicable) for up to160 hours.

f. Parental leave may be taken during a probationary period. The probationary period will be extended by an amount of time equivalent to the parental leave taken to complete the probation period.

g. The jobs of those employees on legitimate parental leave will be protected. Employees that abuse this benefit may be subject to discipline up to and including termination.

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

i. Employees seeking parental leave must:

i. Complete parental leave request form and provide applicable documentation;

ii. FMLA-eligible employees (refer to Section 5-09) shall complete FMLA paperwork as per the FMLA policy; and

iii. File a Short-Term Disability claim (if applicable).

5-11 CAREGIVER LEAVE - Full-time employees may request a maximum of six weeks (240 hours) paid caregiver leave per rolling year for situations related to certain immediate family caregiving reasons to care for the employee's immediate family who has a serious health condition. A serious health condition means an FMLA qualifying condition (refer to Section 5-09). The following additional conditions apply:

a. Immediate family will be considered as those that meet the definition for FMLA purposes unless otherwise approved by the City Manager.

b. Caregiver leave shall be approved by the employee's Department Director and City Manager or designee.

c. Caregiver leave may be taken during a probationary period. The probationary period will be extended by an amount of time equivalent to the Caregiver leave taken to complete the probation period.

d. The jobs of those employees on legitimate caregiver leave will be protected. Employees that abuse this benefit may be subject to discipline up to and including termination.

e. If the employee requesting caregiver leave is not expected to return to his/her original position, the request may be denied.

f. Employees seeking caregiver leave must:

(i) Complete Caregiver leave request form and provide applicable documentation;

(ii) Complete FMLA paperwork as per the FMLA policy (if applicable); and

(iii) File a Short-Term Disability claim (if applicable).

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

a. The following employees are eligible for unpaid leave of absence:

i. Previously scheduled commitments of new employees that are agreed to at the time of job offer; or

ii. Full-time employees who have successfully completed their probationary period are eligible.

b. Eligible employees may be granted a period of unpaid leave up to 30 consecutive calendar days on a rolling year basis. If this initial period of absence proves insufficient, consideration will be given to an employee's written request for a single extension of no more than 30 consecutive calendar days for a total of 60 days combined.

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

d. Requests for leave of absence will be considered based on criteria such as the nature of the request, the impact on the organization, and the benefit to the employee and the City.

e. The City will not grant a leave of absence without pay unless the employee will return to City employment at the end of the leave.

f. Prior written approval for an unpaid leave of absence must be obtained from the employees' Department Director and the City Manager.

g. During an approved leave of absence, an employee is required to use any applicable and available paid leave before the commencement of any leave of absence without pay.

h. Once the employee has exhausted all applicable leave benefits, they will no longer continue to accrue vacation, sick leave, holiday leave, and other City benefits during the approved unpaid leave of absence period, unless provided for under state or federal guidelines.

i. During an unpaid leave of absence, all benefits will be discontinued until the employee returns to work. Insurance benefits may be continued if the full premium is paid by the employee. A waiver of medical insurance will be discontinued until the employee returns to work.

j. At the completion of an approved leave of absence, every reasonable effort will be made to return the employee to the same position if available, to a similar available position for which the employee is qualified, or in accordance with any leave agreement. However, the City cannot guarantee reinstatement in all cases and is under no obligation to hold a specific job.

k. Employees who exhaust all eligible leave and are unable or unwilling to work may be terminated.

5-13 ADMINISTRATIVE LEAVE

a. Administrative leave, with or without pay, may be assigned by a Department Director, Assistant City Manager, or City Manager under the following circumstances:

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

   ii. Following a work-related incident that resulted in extreme stress; or

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

b. Written approval must be obtained from the Department Director for administrative leave with pay of up to 40 hours during a rolling year. Written approval must be obtained from the City Manager for any administrative leave with pay exceeding 40 hours during a rolling year.

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

d. The City may, at its discretion, additionally restrict activities of an employee on administrative leave with pay. This includes, but is not limited to, access to the City's network, buildings, records, and files.

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

f. After review by the City Attorney and the authorization of the City Manager, an employee charged with a felony or misdemeanor that occurred while working, may affect the employee's ability to perform their job functions, or is otherwise subject to discipline under this manual may be placed on administrative leave without pay.

5-14 JOB ABANDONMENT

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

b. An employee who is absent from work the first scheduled shift after exhausting all accrued paid leave, FMLA leave, or authorized leave without pay shall be deemed to have abandoned his or her job.

c. The City considers job abandonment as a voluntary termination.

5-15 BREASTFEEDING

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

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

ii. After consulting with the employee about the frequency and duration of the breaks, the break shall, to the extent possible, run concurrent with any other break period otherwise provided to employees;

iii. Providing an appropriate private, non-restroom location in close proximity to the employee's work area; and

iv. Providing access to a clean and well-maintained refrigerator or a nonelectric insulated container for breast milk storage.

b. Compliance will be managed by the Human Resource Director.

c. The City will not refuse to hire, promote, discharge, demote, or terminate a person or retaliate against, harass, or discriminate in matters of compensation or in terms, privileges, and conditions of employment against a person otherwise qualified because the person breastfeeds or expresses milk in the workplace.

d. Complaints alleging discrimination under this policy will be handled consistent with the Harassment, Discrimination, & Retaliation Policy Section 6-02.

5-16 PREGNANCY

a. The City supports pregnant employees and complies with all legal requirements relating to pregnancy. If an employee becomes pregnant and has physical limitations that prohibit her from performing functions of her regularly assigned position, she shall notify Human Resources.

b. The pregnant employee will notify Human Resources of potential eligibility for FMLA and complete the process outlined in Section 5-09.

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

d. Employees who are pregnant or have other conditions related to pregnancy and childbirth may require accommodation at work. In accordance with applicable laws, the City provides reasonable accommodations unless doing so would cause undue hardship. Depending upon the circumstances and as allowed under applicable law, the City may require a medical certification from the employee's health care provider concerning the need for accommodation. However, the City will not require a medical certification for simple accommodations such as more frequent restroom, food, or water breaks due to pregnancy or breastfeeding. Employees who require accommodation for pregnancy or related conditions should contact Human Resources. Any employee who believes she has been discriminated against, or denied reasonable accommodations needed because of pregnancy, childbirth, breastfeeding, or related conditions should promptly report her concerns to Human Resources.

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

SECTION 6 – EMPLOYEE CONDUCT

6-01 CODE OF CONDUCT

6-01 (1) **Professionalism** - Midvale is a public entity whose purpose, among others, is to provide professional services to its citizens. City employees must adhere to high standards of public service that emphasize professionalism and courtesy. City employees shall conduct themselves in a way that will bring trust and respect to themselves and the City.

a. As an integral member of the City team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that you refrain from any behavior that might be harmful to you, your coworkers and/or the City, or that might be viewed unfavorably by current or potential customers or by the public at large.

b. Whether you are on duty or off, your conduct reflects on the City. Consequently, you are encouraged to always observe the highest standards of professionalism. It is the responsibility of each employee to comply with these standards, department policies, and the supervisory instructions given to them for the performance of their duties.

6-01 (2) **Conflict of Interest**

a. All employees are required to adhere to the Municipal Officers' and Employees' Ethics Act, Utah Code Ann. § 10-3-1301 et seq. Employees are prohibited from using their positions for personal benefit. Employees are also prohibited from receiving compensation for assisting in a transaction with the City, having a 10% or greater stake in a business entity regulated by the City or doing business with the City, and having a personal interest or investment with an employee's personal interests and public duties if the employee does not first disclose such interests.

b. In order to avoid potential conflicts of interest prohibited by state law and City Code, all employees will file a Conflict-of-Interest Form with the Human Resource Department annually.

c. An employee is required to timely file an updated Conflict of Interest Disclosure Form if the employee's interests change from their last

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

6-01 (3) **Honesty** - Employees shall be honest in word and conduct and never use their position to benefit themselves or another party through the disclosure of or by acting on confidential information, award of work, procurement of supplies, or use of City facilities, equipment, or resources.

6-01 (4) **Confidentiality** - Employees shall not disclose, or willfully allow to be disclosed, any information gained by reason of their position for any reason other than its official or authorized purpose. Employees will comply with the confidentiality requirements of state law and the City Code, including restrictions against disclosing or using private, protected, or controlled information acquired by reason of a member's official position for the employee's or another's private gain or benefit. In addition to being a violation of the City's policies, such behavior is illegal and may result in criminal consequences.

6-01 (5) **Gifts & Gratuities** - Midvale City employees are prohibited from knowingly receiving, accepting, taking, seeking, or soliciting, directly or indirectly any gift of substantial value or a substantial economic benefit which would tend to improperly influence a reasonable person in the person's position to depart from the faithful and impartial discharge of the person's public duties. This section does not apply to the following:

a. an occasional non-pecuniary (not cash) gift having a value of less than $50;

b. an award publicly presented;

c. any bona fide loan made in the ordinary course of business; or

d. political campaign contributions if the contribution is actually used in a political campaign.

6-01 (6) **Attendance** - All employees shall meet attendance and punctuality requirements in accordance with department and supervisory guidelines. Regular, reliable, and predictable attendance are essential functions of every City position.

6-01 (7) **Appearance** - In order to maintain a professional atmosphere and appearance, all employees, including those who wear uniforms, shall maintain the following minimum standards:

a. Employees must maintain a high standard of personal hygiene. Employees must appear neat and clean and have no offensive odors. An employee's hair must be clean and groomed.

b. Employees' dress and appearance must be appropriate to their employment. Appropriateness may vary, depending upon the nature of work performed, safety concerns, and the degree of public contact.

c. Employees must wear clothing that is clean and neat, and not torn or frayed. Employees must avoid clothing that is unduly revealing, immodest, or otherwise inappropriate for a professional office setting or other work environment.

d. Tattoos/Branding

(i) Employees are not permitted to have tattoos or branding on their face or Director, except for permanent makeup, such as eyeliner, eyebrows, or lipstick, in natural skin or hair colors. The neck is not considered part of the face or Director.

(ii) Tattoos or branding that violate the City's harassment policy or include content offensive to modesty, decency, propriety, or professionalism must be covered while at work.

e. In addition to the above, all employees shall meet department dress and appearance policies.

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

a. An employee's personal use of City equipment is authorized under the following circumstances:

i. The employee is authorized to use or possess the City equipment to fulfill the employee's job responsibilities, the primary purpose of the public servant using or possessing the City equipment is to fulfill the employee's job responsibilities, and the employee's personal use of the City equipment does not interfere with or detract from the employee's job responsibilities or job performance; or

ii. The employee's use of City equipment for a personal matter is incidental or de minimus. This means that value of the employee's use or possession of the City equipment to the City substantially outweighs the personal benefit received by the

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

b. Except as otherwise authorized, any further personal use of City equipment can only be authorized by an employee's Department Director and the City Manager.

c. City equipment may only be used by the assigned employee and other authorized employees such as a supervisor, Department Director, City Manager, or an IT employee. Unless to further an authorized City purpose, City equipment may not be used or accessed by any non-employee.

d. City equipment may not be used for any personal financial gain, or political activity.

e. Except as necessarily required by an employee's official job responsibilities, City equipment may not be used to download, view, print, share, or store any sexually explicit content including, but not limited to, photos, emails, or texts. Inadvertent exposure must be immediately reported to the employee's supervisor and the City's IT Division.

f. Unless otherwise authorized by the City Manager, employees may not use City equipment for entertainment purposes such online gaming, gambling, or subscription video streaming services.

g. Employees may not download, install, or store any unlicensed media or software on any City equipment.

h. Employees may not install non-City licensed software on networked City equipment without the approval of the IT Division. Accounts for non-network applications or software (iTunes, etc.) are required to be in the name of the employee or an approved City account authorized by a Department Director.

i. Employees may not store, copy, or transfer unauthorized City records, electronic consent, software, or computer code.

j. Excessive unauthorized audio and/or video streaming on the City's staff network is prohibited in order to preserve the City's bandwidth capacity.

k. The City retains the right to monitor, deny access to, or copy both City and non-City content at any time, including communications made on a third-party serve, regardless of whether the use was authorized.

l. The City Manager, Assistant City Manager, or the employee's Department Director may revoke an employee's personal use of City equipment at any time, with or without cause.

m. Employees have no expectation of privacy in their personal use of City equipment. The City has the right to access and take possession of City equipment at any time. The City has the right to monitor an employee's use of City equipment. Records generated by an employee for personal use on City equipment may be subject to public access through a GRAMA request.

n. Under no circumstances may an employee use City equipment in violation of any City policy, any manner that is illegal, or for any illegal purpose. This includes, but is not limited to, engaging in bullying, harassment, or discrimination, viewing pornography, and engaging in political activities using City equipment.

o. Violation of this policy may result in disciplinary action up to and including possible termination of employment and criminal consequences.

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

a. The use of personal electronic devices, including but not limited to radios, music players, phones, computers, and tablets, may not unreasonably interfere with the performance of the employee's duties or interfere with City business operations. Department Directors may restrict or prohibit the use and possession of personal electronic communication devices for safety or other operational reasons.

b. Employees who are reimbursed for the use of a personal cell phone for City business are also subject to Section 4-16 (1).

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

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

b. use any City logo or trademark;

c. post any private, protected, or controlled information or record not obtained through GRAMA; copyrighted information, confidential information received from City clients, or any City-created or issued

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

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

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

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

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

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

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

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

b. Midvale City employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. Employees are expected to work, and be available to work, during the hours required of the employee's position with the City. If outside work activity causes or contributes to job-related problems at Midvale City, the employee will be asked to discontinue outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).

c. In evaluating the effect that outside work may have on an employee's job performance and other job-related responsibilities, the employee's Department Director will consider whether the proposed employment:

   i. May reduce the employees' efficiency in working in the City;

   ii. Affects the employee's ability to respond to being on-call for the City;

   iii. Involves working for an organization that does a significant amount of business with the City, such as major contractors, suppliers, service providers;

   iv. May adversely affect the City's image; and

   v. May create a conflict of interest. A conflict of interest is defined as a substantial conflict between their private interests and their public duties.

d. An authorization form must be filled out and signed each year describing the employees outside job, the job duties, and hours worked. This form must be signed by the employee's supervisor, Department Director, and City Manager. This form must then be submitted to the Human Resource Department and placed in the employee's personnel file. Failure to submit an authorization form is cause for disciplinary action.

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

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

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

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

a. An employee may not make an audio or video recording of another employee by any means, unless each of the following criteria are met:

   i. A legitimate business purpose exists for the recording;

   ii. The recording device is in plain view; and

   iii. The employee being recorded audibly acknowledges on the recording that they have full knowledge of and consent to the recording.

b. The following forms of audio or video recordings of another employee are approved and authorized by the City, and the criteria of Section 6-01 (16)(a) do not apply.

   i. Electronic surveillance equipment such as security cameras, glass break sensors, and other similar security equipment that are owned and operated by the City;

   ii. The recording or broadcasting of a City meeting, hearing, training, or judicial proceeding in which the proceedings are recorded or broadcasted by an authorized City employee;

   iii. Formal interviews conducted during an official investigation by a Department Head, Director of Human Resources, City Attorney, or City Manager, or their designee; or

   iv. Any instance in which the City Manager has provided written permission for the recording and believes the recording is in the

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

6-01(17) **Solicitation -** The solicitation of financial contributions and gifts or soliciting for any other reason is prohibited. Consistent with Utah Code Ann. § 10-3- 1304, it is inappropriate for a City employee to use or attempt to use your official position to secure special privileges for yourself or others or to solicit, directly or indirectly, any gift of substantial value or substantial economic benefit. Solicitation activities are prohibited while in a City uniform or during your scheduled work hours. Non-employees are likewise prohibited from soliciting employees on City premises at any time.

6-01(18) **Distribution of Literature -** In the interest of maintaining a proper business environment and preventing interference with work and the inconvenience of others, distribution of literature or printed materials of any kind and selling merchandise during work time is restricted. Do not place personal solicitations, information or announcements on the network computer system. Non-employees are likewise prohibited from distributing material.

6-01(19) **Possession of Pornographic Material -** The City prohibits employees from possessing, distributing, or viewing any kind of pornographic materials in the workplace or on City equipment, in City vehicles, or on City property. Pornographic materials are strictly prohibited. Employees found to have pornographic materials in their possession, within City equipment, vehicles, or on City property are subject to disciplinary action up to and including termination.

6-02 HARASSMENT, DISCRIMINATION, & RETALIATION

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

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

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

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

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

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

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

b. Other inappropriate conduct, such as:

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

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

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

iv. intentionally brushing against another person's body;

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

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

vii. sexual assault of any kind.

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

i. creates an intimidating, hostile, or offensive work environment;

ii. unreasonably interferes with a person's work performance; or

iii. otherwise adversely and unreasonably affects an employee's employment.

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

i. taking disciplinary action;

ii. unwarrantedly changing the terms of an employee's employment;

iii. spreading rumors about the employee;

iv. encouraging hostility toward that employee from a co-worker; or

v. escalating the harassment.

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

6-02 (3) **Employee Obligations**

a. Employees are obligated to comply with this policy and avoid any prohibited conduct.

b. Employees are obligated to report violations of this policy.

c. Employees are obligated to fully cooperate in any investigation of an alleged violation of this policy, including the obligation to provide truthful and complete evidence and testimony in any investigation proceeding.

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

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

a. All employees are required to report all incidents that they reasonably believe to be violations of the City's Harassment, Discrimination, & Retaliation Policy. These reports shall be made when the employee first believes they or someone else has been harassed, subjected to inappropriate conduct, discriminated against, or retaliated against. Employees must make such report with one of the following: supervisor, Department Director, Assistant City Manager, City Manager, City Attorney, or the Director of Human Resources.

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

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

a. The Human Resources Director, City Attorney, and the involved department will coordinate the investigation.

b. The assigned investigator(s) will ensure that the allegations, investigation, and findings are documented.

c. The assigned investigator(s) are responsible for moving the investigation forward, ensuring adequate documentation, and making recommendations.

d. The appropriate Department Directors are responsible for accepting, modifying, or rejecting recommendations and, when appropriate, initiating disciplinary action.

e. Records of an investigation determined to be unfounded will not be placed in any individual's personnel file, but it will be retained as an investigative file. Access will be limited to Human Resources staff, City Attorney's Office, and the City Manager.

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

1) Disciplinary actions arising from the investigation will be handled consistent with the Employee Discipline section in this chapter and may be appealed in accordance with that section.

2) An employee may appeal the conclusion of an investigation. However, the basis of an appeal is limited to the employee's concerns with the adequacy of the investigation, such as the investigators' failure to interview a key witness or consider a crucial piece of evidence. An employee cannot appeal based solely on his or her disagreement with the outcome of the investigation.

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

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

a. The City will provide reasonable accommodation for qualified individuals with known disabilities, unless doing so would result in undue hardship on the City. This policy governs all aspects of employment including recruitment, selection, job assignment, compensation, discipline, termination, and access to benefits and training.

b. The City adheres to applicable federal and state law regarding veterans' preference criteria when making decisions with respect to initial, new hiring. It is City policy that veterans' preference does not apply to promotional opportunities. Applicants for initial employment with the City shall be required to provide reasonable documentation and records as proof of any claimed veterans' preference.

c. City employees found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including, termination of employment.

d. The City also will not allow mistreatment or harassment based on the protected classes identified above.

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

a. Each City employee in a non-spousal romantic, dating, or sexual relationship with another City employee must promptly notify their Department Director upon beginning or ending such relationship or if the relationship results in marriage. The Department Director is responsible for notifying the Human Resources Director;

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

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

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

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

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

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

b. Any employee convicted under any criminal drug statute shall notify his or her supervisor and Department Director within five days after the conviction.

c. No employee shall consume alcoholic beverages during work hours, during breaks or meal periods, or for at least eight hours before coming to work.

d. No employee shall be impaired by alcohol, medication, or illegal drugs, or have any detectable trace amount of illegal drugs or blood-alcohol level of .02 or higher in their system during work hours, or while representing the City in an official capacity. If an employee is using prescription or non-prescription medication, which may impair performance of duties, the employee shall report the use to the Human Resources Director.

e. **Additional Responsibilities of Safety Sensitive Employees**

i. For purposes of this policy, the City has designated the jobs that require CDL holders or jobs that require the use of heavy equipment as safety sensitive positions.

ii. All employees in safety-sensitive positions will timely report the use of any medication that could reasonably be expected to impair their ability to perform their duties prior to or upon reporting for duty on a City Disclosure of Prescription Drugs form completed by their health care provider. The forms will be submitted annually to Human Resources, who will advise the employees' Department Director of any relevant medical information.

A. The employee must timely submit an updated form if there is a change in medication, a significant change in dosage, or if the medication is discontinued and at least on an annual basis.

B. Human Resources will verify the status of all active forms annually.

iii. Any employee in a safety-sensitive position who is cited, arrested, or charged with any criminal drug or alcohol related offense shall notify his or her Department Director within 24 hours.

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

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

a. All prospective employees shall be tested for drug usage.

b. All job applicants shall be informed of the policy during conditional job offers. A copy of this policy shall be available for their review.

c. All applicants shall be required, prior to being hired or volunteering for the City, to sign an acknowledgement form agreeing to abide by the terms of this policy.

d. The City will exclude from employment any job or volunteer applicant who refuses to abide by the terms of this policy.

e. An employment application from an applicant with a confirmed positive drug test will not be processed by the City for one year from the date of such result.

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

a. An employee may be required to submit to a drug and/or alcohol test when reasonable suspicion arises and the employee's supervisor, manager, Department Director, and City Manager, or their respective designees, concur that reasonable suspicion exists. Suspicion must be based upon specific contemporaneous, articulable observations concerning appearance, behavior, speech, or body odors of the employee or information provided by reliable and credible sources that is independently corroborated. Reasonable suspicion testing may include re-tests or follow-up tests as may be necessary to protect the integrity of the testing protocols, such as newly discovered evidence that the employee tampered with a previous drug test.

b. All employees who hold a CDL license as a job requirement shall fall under the Federal Motor Carrier Safety Administration's reasonable suspicion guidelines as described in 49 CFR Part 382.

i. A Determination of Reasonable Suspicion form shall be submitted indicating the observations leading to an alcohol or

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

ii. The Determination of Reasonable Suspicion form must be provided to the Human Resources Director for retention.

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

d. If an employee is sent to an outside clinic for a reasonable suspicion test, the employee shall be driven to the facility by the supervisor or his or her designee.

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

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

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

a. If the City returns an employee to work after he or she has enrolled in a rehabilitation program for drug or alcohol abuse and has successfully completed the rehabilitation program, such employee may be entered into a program of unannounced drug and alcohol testing for a predetermined period of time at the sole discretion of the City.

b. Other Circumstances. Employees must be drug and/or alcohol tested if they:

i. Failed a previous drug and/or alcohol test and have successfully completed counseling or rehabilitation treatment, before returning to work;

ii. Are in safety-sensitive positions and are required to take a physical;

iii. Are in the employee assistance program for drug and/or alcohol problems or otherwise self-report drug and/or alcohol problems; or

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

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

a. Post-incident testing will be conducted on employees involved in on-the-job accidents where the City reasonably believes that alcohol or drugs may have caused or contributed to the accident.

b. Such testing will occur as soon as practical after the accident. The employee may return to work after completion of the testing, unless the testing is based on reasonable suspicion.

c. The employee's immediate supervisor and Risk Management shall be immediately notified of all such incidents.

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

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

a. All drug testing will be carried out in compliance with Utah Code Ann. § 34-41-101 et seq., as amended.

b. Any drug or alcohol testing shall occur just before, during, or immediately after the regular work period of current employees and shall be deemed time worked for purposes of compensation and benefits for current employees.

c. The City shall pay all costs of testing and transportation associated with a test required by the City.

d. For both non-DOT and DOT tests, if the medical review officer (MRO) informs the City that a negative test was diluted, the result will be accepted as a negative if the creatinine concentration is 5 mg/dL or greater.

e. For a DOT test, if the MRO directs that a re-collection must take place under direct observation (i.e. because the creatinine concentration was equal to or greater than 2 mg/dL, but less than equal to 5 mg/dL) the City will contact the donor immediately. Failure of the donor to submit for this re-collection will be classified as a refusal to test.

f. For a non-DOT test, if the MRO directs that a re-collection must take place (i.e. because the creatinine concentration was equal or greater than 2 mg/dL, but less than or equal to 5 mg/dL) the City will contact the donor immediately. Failure of the donor to submit for this re- collection will be classified as a refusal to test.

g. In accordance with Utah Code Ann. § 34A-5-115, an employee with a medical cannabis card is not subject to adverse action for failing a drug test due to medical cannabis used in accordance with State law without evidence that the employee was impaired, otherwise adversely affected in the employee's job performance due to the use of medical cannabis or would otherwise be similarly disciplined if they are using a prescribed controlled substance.

6-03 (11) **Drug Testing Information**

a. The information received from drug testing shall be the property of the City. Test results information may be released to the person who has been tested upon receipt of a written request.

b. Upon City receipt of the test results, the Human Resources Department shall timely notify the person tested, by telephone or email, of negative results. Positive tests results shall be made by personal notification.

c. If the test results are positive, the person tested will be advised of the option to have the split sample tested, the expense to be equally divided between the donor and the City. The option must be exercised within 72 hours of the notification to the employee.

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

a. Prior to requiring any drug or alcohol testing of an employee who holds a CDL, the supervisor will determine whether the testing is authorized under this policy or under the City's Drug/Alcohol Policy. CDL testing involves a different panel of drug and alcohol tests and requirements.

b. All testing under CDL requirements will be preceded by specific notification by the supervisor to the employee that the test is being ordered as a CDL requirement.

c. Those employees required for their employment at Midvale City to hold a CDL shall be tested as required by federal and state law and reimbursed for first time costs for obtaining and renewal of the license.

d. CDL post-accident testing is only conducted if the employee, during the drug testing window, is cited for a contributory moving violation or if another person dies. All other post-accident testing will be done under the City's drug/alcohol testing policy.

e. Any reasonable suspicion testing decision must be made by an officially trained supervisor or City employee.

f. Random drug testing is conducted just before, during, or just after performance of CDL duties.

g. If the employee being tested for reasonable suspicion is a CDL holder, the alcohol and/or drug test must be administered within two hours and, if it is not, the supervisor must prepare and provide to Human Resources a record stating the reason the test was not promptly administered.

h. Rehabilitation testing, if offered by the City, shall meet CDL requirements.

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

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

a. Any employee for whom treatment is recommended will be responsible for costs not covered by insurance. The employee will be required to use accrued compensatory time until all leave is expended. The City will pay the employee's benefit package during the allotted treatment time, but not wage supplements. Each incident will be reviewed on a case-by-case basis.

b. If a required treatment or rehabilitation program involves confinement, the employee's position may be held for the determined length of the treatment and the employee restored to his or her former position

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

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

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

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

6-04 TOBACCO-FREE WORKPLACE

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

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

a. Because the City may be subject to criminal and civil penalties for violations of applicable smoking laws, the City must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action.

b. All employees are prohibited from smoking throughout the workplace, including all City buildings, vehicles, and equipment. Smoking is prohibited within 25 feet of any entranceway, exit, open window, or air intake of City buildings.

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

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

6-05 VIOLENCE-FREE WORKPLACE

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

6-05 (2) **Employee Obligations**

a. Employees may not engage in violence or behavior that carries the potential for violence including, but not limited to, assault, fighting, or foul, abusive, or threatening language or gestures.

b. Any possession of firearms or other weapons on City property, including City vehicles, or while conducting City business shall be in compliance with federal, state, and City laws.

c. Under no circumstances will any other employee use deadly force as a function of their job with the City. If an employee who is not a police officer or fire investigator uses deadly force, he/she will not have the immunities or be entitled to the same indemnity afforded police officers and authorized fire investigators.

6-06 EMPLOYEE DISCIPLINE

6-06 (1) a. As a matter of policy, Midvale City believes in and practices individual responsibility and accountability. The City believes in allowing employees to govern their own conduct within acceptable standards of behavior. The City relies on individual good judgment and a sense of responsibility. Midvale City expects from its employees' integrity, mutual respect, and courtesy, effective, and efficient performance, considerate customer and citizen relations, responsiveness, and loyalty. Employees are expected to conduct themselves in an appropriate manner. However, to maintain the City's desired level of performance, and to protect the citizens, other employees, City property, and City interests, the City has established certain standards of conduct. All employees are expected to adhere to the City performance standards.

b. These standards were established for the guidance of all employees. They are intended to provide examples of types of conduct that are not

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

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

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

a. Disclosing confidential City, employee, or citizen information to anyone without prior authorization.

b. The unauthorized removal, destruction, falsification, intentional release of, or alteration of City records or documents such as, but not limited to, the employment application, drug or alcohol testing, or any other official or confidential document.

c. Being convicted of a felony, a class A misdemeanor, or as class B misdemeanor including DUI, theft, fraud, robbery, identify fraud, and offenses against the administration of government (i.e. false records, destroying records,) etc. or any other infraction as determined by the City.

d. The loss of a CDL, driver license, professional license, or any other professional requirement necessary for an employee's position.

e. Theft of any kind.

f. The gross negligent destruction, abuse, damage of Midvale City property or the property of its employees.

g. Conduct detrimental to the City.

h. The distribution, possession, consumption, purchase, sale, or manufacture of intoxicants or illegal substances or reporting to work under the influence of such intoxicants or illegal substances.

i. Being under the influence of prescription drugs that can interfere with their ability to safely perform their job, operate machinery, or City vehicles in a safe manner.

j. Disorderly conduct while performing essential functions of my job, including, but not limited to, threatening, intimidating, fighting, coercing, sexually harassing, or physically assaulting City personnel, visitors, or citizens.

k. Insubordination, disrespectful behavior towards a manager or supervisor, or the refusal to obey a legitimate directive from the supervisor or designated supervisor (not to be confused with the employee's inability to perform the job).

l. Failure to report for duty or unauthorized absence.

m. Dishonesty, deceit, or fraud.

n. Failure to adhere to the Municipal Officers' and Employees' Ethics Act.

o. Excessive absenteeism and/or tardiness. Failure to use proper call-in procedure for reporting absences.

p. Any violation of any City or departmental policies or procedures including, but not limited to the Sexual Harassment, Harassment, Bullying, and Discrimination Policy, the Alcohol/Drug Free Workplace policy, the Tobacco-Free Workplace policy, and the Violence-Free Workplace policy.

q. Disregard for safety rules.

r. Failure to follow specified job instructions.

s. Failure to work harmoniously with other employees.

t. Unauthorized solicitation on City premises.

u. Creating or contributing to unsanitary conditions.

v. Unauthorized operation of tools, machinery, or equipment.

w. Gambling on City premises.

x. Failure to report an injury or accident.

y. Unauthorized sleeping on the job during work hours or leaving work early without permission.

z. Failure to maintain production and performance standards.

aa. Repeated violation of rules and procedures.

bb. Any conduct which reflects negatively on the character of the employee or the City.

cc. Non-exempt employees working unauthorized overtime.

dd. Knowingly or recklessly violating a law while acting as an employee of the City.

ee. Excessive or unauthorized personal use of City-owned equipment.

ff. Engaging in political activity during work hours or using City-owned equipment for political activity.

gg. Failure to report any event that prohibits or interferes with the ability to complete job duties.

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

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

b. **Written Warning** - A formal written notice to an employee by a supervisor for disciplinary purposes that outlines work performance deficiencies and/or violations of City standards or policies. The written warning may require corrective action indicated by a timeline for improvement. Copies of the written warning will be provided to the employee and Human Resources and will be placed in the employee's personnel file.

b. **Performance Improvement Plan (PIP)** - Upon the failure to meet performance or behavior expectations, the employee's supervisor, in collaboration with Human Resources, will create a detailed PIP that includes specific, measurable, achievable, relevant, and time-bound (SMART) goals. The plan will also outline the support and resources available to assist the employee. The PIP will have a defined timeline during which the employee is expected to demonstrate improvement. If the employee fails to meet the objectives outlined in the PIP, further disciplinary actions, up to and including termination, may be considered. The specific consequences will be outlined in the PIP. The employee is required to sign the PIP as an acknowledgement of receipt and understanding. If the employee refuses to sign, the supervisor and a witness will document the refusal. Copies of the Performance Improvement Plan will be provided to the employee and Human Resources and will be placed in the employee's personnel file.

c. **Final Written Warning** - A final written warning is a warning provided by a Department Director, in collaboration with Human Resources, to an employee that describes specific performance- or behavior-related conduct that will not be tolerated again. If the employee engages in any of the specified prohibited conduct again, it will result in their termination. The employee is required to sign the final written warning as an acknowledgement of receipt and understanding. If the employee refuses to sign, the Department Director and a witness will document the refusal. Copies of the final written warning will be provided to the employee and Human Resources and will be placed in the employee's personnel file.

d. **Suspension** - An employee may be suspended from work without pay for up to 30 days (300 hours) by a Department Director. For any suspension or more than two days (20 hours), the City shall first conduct a pre-disciplinary hearing as outlined in Section 6-06 (4), except for at-will and probationary employees.

e. **Demotion** - An employee may be demoted by a Department Director to a lower-grade position with or without a reduction in pay or with an

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

f. **Transfer** - An employee may be transferred to another position within a department by a Department Director. An employee may be transferred to another position in a different department within the City with approval of the City Manager. If the transfer is an involuntary transfer to a position with less remuneration, the City shall first conduct a pre-disciplinary hearing as outlined in Section 6-06 (4), except if the employee is at-will or probationary or if the transfer is the result of a layoff, reorganization, or other non-disciplinary reason.

g. **Termination** - A full-time employee may be terminated by a Department Director after consultation with the Human Resources Director, the City Attorney, and the City Manager or their respective designees. The City shall first conduct a pre-disciplinary hearing as outlined in Section 6-06 (4), except if the employee is at-will or probationary or if the termination is the result of a layoff or reorganization. At-will and probationary employees may be terminated at the discretion of Department Directors after consultation with Human Resources. A pre-disciplinary hearing is not required.

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

a. The employee shall be given written notice of the hearing prior to the hearing, which will include an explanation of the charges against the employee and notice that discipline, up to and including termination, will be considered.

b. The pre-disciplinary hearing shall be conducted by the employee's Department Director or designee for the purpose of allowing the employee to respond to the charges and present information the employee believes is relevant to the decision.

c. A decision as to the disciplinary action to be taken, if any, shall be made by the Department Director or designee, and the employee shall be

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

i. The grounds for disciplinary action;

ii. Any disciplinary action to be imposed;

iii. The effective date and duration of the disciplinary action;

iv. Any required corrective action necessary for the employee to avoid further disciplinary action; and

v. Notice and a copy of the post-disciplinary hearing process outlined in Section 6-06 (5), if the imposed disciplinary action is termination, a suspension of more than two days, or demotion or involuntary transfer from one position to another with less remuneration.

d. **Waiver of Pre-Disciplinary Hearing** - An employee may waive the right to a pre-disciplinary hearing. Such waiver must be in writing, signed by the employee, and specifically acknowledge that the employee has received a copy and read the requirements of Section 6-06 (5) accepts the proposed discipline, and acknowledges that the waiver also applies to the right to appeal to the Appeal Board.

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

a. A full-time employee who is not appointed, at-will, or probationary employee, may use the post-disciplinary hearing process. Appeals to the appeal board or hearing officer shall be taken by filing written notice of the appeal with the City Recorder within ten calendar days of receipt of the notice of the imposition of qualifying discipline (suspension of more than two days), demotion or involuntary transfer from one position to another with less remuneration, or termination, except if the action is the result of a layoff or reorganization).

b. The appeal board shall consist of an appointed hearing officer appointed by the Mayor with the advice and consent of the City Council.

c. **Exhaustion of Internal Grievance Procedures** - The City designates the appeal board or hearing officer as the only internal post-disciplinary appeal procedure for terminations, suspensions without pay for more than two days, demotions or an involuntarily transfer from one position to another with less remuneration.

d. **Appeal Hearing Process**

i. The employee shall be entitled to appear in person before the appeal board or hearing officer and to be represented by counsel (at the employee's expense), to have a hearing open to the public, to confront the witnesses whose testimony is to be considered, and to examine the evidence to be considered by the Appeal Board.

ii. The appeal board or hearing officer determines the admissibility of evidence and its use. Further, the appeal board or hearing officer is not bound by the rules of evidence and may consider any evidence it determines relevant to the matter.

iii. The City Recorder records each session, except for the appeal board or hearing officer's deliberations.

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

v. The standard of review for upholding the disciplinary action is substantial evidence. The City has the burden of establishing the factual basis underlying the disciplinary decision and the reasonableness of that decision. The appellant challenging a disciplinary action has the burden of demonstrating its unreasonableness.

vi. The appeal board or hearing officer may establish hearing procedures consistent with Utah Code Annotated §10-3-1106 and may modify those procedures at the hearing as may be equitable and conducive to a determination of the issues.

e. **Decision of Appeal Board Hearing**

i. Each decision of the appeal board or hearing officer shall be by secret ballot.

ii. Each decision of the appeal board or hearing officer shall be certified to the City Recorder no later than 15 days after the day on which the hearing is held; however, for good cause, the Appeal Board may extend the 15-day period to a maximum of 60 calendar days, if the employee and the City both consents.

iii. Upon reaching a decision, the Appeal Board or hearing officer shall issue the decision. A decision is issued when it is signed

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

iv. If the appeal board or hearing officer does not uphold the suspension, demotion or termination, the Board shall provide in its order:

1. the employee shall receive the employee's salary for the period of time during which the employee was discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or

2. the employee is paid any deficiency in salary for the period during which the employee was demoted or involuntarily transferred to a position of less remuneration.

v. Any final action or order of the appeal board or hearing officer may be submitted for review by either the employee or the City to the Utah Court of Appeals by filing a petition for review no later than 30 days from the date of the issuance of the final action or order of the appeal board or hearing officer by filing with that court a petition for review.

6-07 EMPLOYEE GRIEVANCE PROCEDURES

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

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

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

6-07 (3) **Formal Grievance Process** - The following process shall be followed in processing grievances made by City employees. If at any step the City fails to respond within the allotted time period, such failure shall constitute a denial, and the employee may move to the next step in the process. Failure of the grievant to meet any of the specified deadlines shall constitute a withdrawal and waiver of the grievance. Probationary employees may not initiate a grievance procedure after termination of employment during the probationary period.

a. **Step One -** The grievant shall present the formal grievance in writing to his/her immediate supervisor within ten business days from the result of the informal grievance procedure. The written grievance should include, at a minimum, the date, description of the decision or action in question and the remedy sought. The employee's immediate supervisor shall respond to the employee's grievance in writing, detailing the decision and including a copy of this policy, within ten business days of receipt of the grievance.

b. **Step Two -** If the employee is not satisfied with the response of the immediate supervisor, the employee may submit a written grievance to his/her Department Director within ten business days of the immediate supervisor's response. The Department Director shall respond to the employee's grievance in writing, detailing the decision and including a copy of this policy within ten business days of receipt of the grievance.

c. **Step Three** - If the employee is not satisfied with the response of the immediate Department Director, the employee may submit a written request to the City Manager within ten business days of receipt of the Department Director's response. The City Manager or designee shall respond to the employee's grievance in writing, detailing the decision, within ten business days of receipt of the grievance. The decision of the City Manager is final and not appealable.

6-07 (4) **Representation** - An employee may not be represented at any Step One grievance discussion with the supervisor. The employee may be represented by legal counsel at any Step Two or Step Three discussion, subject to any conditions imposed by the Department Director, City Manager, or the City Manager's designee.

6-07 (5) **Documentation** - Copies of all grievances and responses shall be forwarded to the Human Resource Department for filing upon receipt of issuance.

6-07 (6) **Retaliation** - Employees who file a grievance in good faith may not be retaliated against for filing the grievance.

6-07 (7) **Failure to Appear** - An employee's failure to appear for any scheduled meeting without notification will constitute a withdrawal and waiver of the grievance.

SECTION 7- FINANCIAL POLICIES & PROCEDURES

7-01 PROCUREMENT POLICY

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

7-01 (2) **Credit Cards** - City credit cards shall be used for official City business only and all use shall comply with the City's purchasing policy.

7-02 PURCHASING CARD POLICY

7-02 (1) **Purpose** - The purpose of the Purchasing Card Program is to establish a more efficient, cost-effective method of purchasing and paying for small-dollar transactions by using a purchasing card. The program is designed to replace a variety of processes including petty cash and small dollar check requests.

a. This program is not intended to avoid or bypass the established procurement ordinance or payment policies. Rather, the program is intended to complement the existing processes already at work within the City.

b. All cards are issued at the request of your supervisor. Card usage may be audited and/or rescinded at any time. **YOU MAY ONLY USE THE CARD WHEN AUTHORIZED!**

c. This policy provides the guidelines under which you may utilize your purchasing card. Please read it carefully.

d. Record keeping will be essential to ensure the success of this program. You must submit receipts for your protection as well as the monthly reconciling requirements.

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

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

a. Under special circumstances items may need to be purchased that are over the transaction limit, which is generally $1,000. On those occasions, a requisition for a P.O. must be submitted and approved prior to the purchase. After the requisition is submitted and approved, the Purchasing Card Administrator will increase the card's transaction limit temporarily to allow the purchase.

b. The purchasing card is not intended to replace the current travel and entertainment policy.

c. The purchasing card may be used for in-store purchases as well as purchases by mail, phone, fax, or the internet. Use of the card does not relieve the cardholder from complying with Federal, State or City regulations that are applicable.

d. You are responsible for the security of your card and the transactions made with the card. The card is issued in your name, and it will be assumed that any purchases made with the card will have been made by you.

e. The purchasing card is to be used for business purposes only. It may NOT be used for personal transactions. If a personal transaction is made, repayment in full to the City must be made immediately. In addition, a penalty of an amount equal to 50% of the personal transaction must be paid to the City. You may appeal the penalty if you feel you have a good reason to do so. Appeals should be presented to the City Manager.

f. Use of the card in a manner not in accordance with the guidelines established in this policy may result in revocation of the card and disciplinary action up to and including termination.

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

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

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

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

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

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

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

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

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

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

7-02 (6) **Built-in Restriction**

a. Each card will be assigned an individual credit limit and transaction limit based on previous purchasing activity. If you find over time that the limit is too low to accommodate your purchasing requirements, please contact the Purchasing Card Administrator to re-evaluate your limit. The Purchasing Card Administrator may seek the approval of your supervisor prior to increasing the limit.

b. Some supplier's Merchant Category Code (MCC's) codes have been "blocked" from usage in the program. If you present your card to any of these suppliers, the transaction will be declined. It is likely that any supplier you currently utilize as a source for products will accept your card. If you are declined and feel the decline should not have occurred, call or email the Purchasing Card Administrator with the information. The Purchasing Card Administrator will contact Zions Bank Customer Service to determine if you were declined because of merchant blocking or exceeding the monthly credit limit or single-purchase limit imposed on your card.

7-02 (7) **The Purchasing Card Website**

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

b. The website allows management to review the types of goods purchased on the card and determine where the card is being used. It also provides a record of activity enabling you to reconcile your monthly Purchasing Card Statement. In addition, the receipts retained on the website provide the documentation necessary should there be an audit.

c. All purchases must be approved by your supervisor or Department Director. Supervisors and Department Directors have the ability to approve purchases on the website.

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

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

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

a. If you purchase via phone, fax, mail, e-mail, or other electronic means, ask the supplier to include an itemized receipt with the goods when the product is shipped to you. This itemized receipt is the only original documentation specifying whether or not sales tax has been paid. Also, the receipt will be used for auditing purposes.

b. Accounts Payable will receive a statement for each cardholder identifying all transactions made with the card during the billing cycle. The statement must be reconciled with transactions entered on the Purchasing Card website along with the uploaded receipts for accuracy. You are required to ensure purchases are entered and receipts are uploaded on the website in a timely manner. This will facilitate and expedite the reconciliation process for Accounts Payable. If purchases are not entered in a timely manner, your purchasing card may be revoked.

c. Activity on the statements may be audited at any time by the City's Accounts Payable staff or the Program Administrator.

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

a. There may be occasions when items on your statement do not correlate with the entries submitted to the website or your retained receipts. You may not have made the transaction, or the amount of the transaction may be incorrect, or you may have a quality or service issue. In these circumstances, contact the supplier involved to try to resolve the error. Also, inform the Purchasing Card Administrator of the transaction and that it is pending resolution.

b. If you are not able to reach an appropriate resolution with the supplier, contact Zions Bank Customer Service to dispute the charge. Zions Bank Customer Service will inform you of the steps that must be taken to appropriately dispute the charge. It is your responsibility to ensure this is done properly and in a timely manner. If needed, contact the Purchasing Card Administrator for help to dispute a charge.

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

a. The Purchasing Card is the property of Midvale City and should be secured just as you would secure your personal credit cards. If your card is lost or stolen, notify the Purchasing Card Administrator and contact Zions Bank Customer Service immediately!

b. Upon notification of your lost or stolen card, further use of the card will be blocked. Prompt action in these circumstances can reduce the City's liability for fraudulent charges.

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

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

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

b. Should you have additional questions regarding the payment of sales tax, please contact the Purchasing Card Administrator.

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

7-02 (16) **Summary**

a. Suppliers are paid within three days of your business transaction. Please indicate to suppliers that you do not wish to be invoiced, as an invoice could result in duplicate payment. However, you should always request an itemized receipt.

b. The Program is designed to be simple and easy to use, providing you with the materials needed to perform your job more quickly and efficiently. However, appropriate controls must also be maintained to ensure the ongoing success of the program.

c. We ask you to exercise good judgment and act responsibly when using your purchasing card. The purchasing card is issued in your name, and all activity will be assumed to have been incurred by you. We ask you to maintain your Purchasing Card Log accurately and always retain your receipts!

d. In addition, random audits of card activity and/or retention of receipts may be conducted. Consequences, ranging from suspension of cards to termination of employment, will be invoked for improper use of the program.

e. Your feedback regarding this Program is important! You are testing a new concept and the procedures developed for our City. We need to know if you have issues or concerns, and we welcome suggestions for improvement.

f. We continue to improve the way we conduct business. Your use of this Program in conducting your daily business can help us make significant changes in eliminating a variety of manual transactions. If you have any questions about the Program or need additional information, please contact the Purchasing Card Administrator.

g. Appropriate transaction descriptions, vendor names and codes, and GL accounts must be entered on the website and transactions must be approved by your supervisor or Department Director.

h. Do not share your purchasing card with other departments except in case of emergency.

i. The assignee of the card is responsible for securing the card.

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

7-03 SCRAP METAL POLICY

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

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

a. All City employees are responsible for depositing scrap metal in a secure location at Public Works (to be determined by the Department Director). Periodically, the Public Works Director shall determine whether or not the scrap metal has commercial value. If not, the scrap metal should be disposed of properly.

b. The Public Works Department may utilize contractors and/or auction for the removal of scrap metal. Selection of process will be based upon what is deemed to be in the best interest of the City. When possible, quotes should be obtained, with the award being made to the vendor who provides the highest bid for the scrap.

c. In some cases, this may also require removal from the City's site. Quotes are to be obtained from vendors who by definition are in the general business of purchasing scrap metal.

d. Only checks from the vendor shall be accepted for the payment of scrap metal. On no occasion may cash be accepted for the sale of surplus metal. In accordance with the State's Money Management Act, checks must be deposited with the City Treasurer within three days of receipt.

SECTION 8 – SAFETY & RISK MANAGEMENT

8-01 RISK MANAGEMENT PHILOSOPHY

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

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

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

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

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

b. Employees must use proper protective equipment appropriate to the job, such as safety glasses, gloves, toe guards, back supports, and hard hats, if required or appropriate to the work performed.

c. Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines. Long hair will be properly secured. Employees must also adhere to additional department policies.

d. Defective equipment will be reported immediately.

e. In all work situations, safeguards required by State and Federal Safety Orders will be provided and followed.

f. Seatbelts must be worn at all times while operating a City vehicle or a personal vehicle while conducting City business. Employees found not wearing their seatbelts are subject to disciplinary action.

g. Due to the potential risk, employees are prohibited from allowing citizens, guests, or family members in or around inherently dangerous work areas.

h. All employees are required to comply with the City's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

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

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

a. Call 9-1-1 and their supervisor immediately. If the immediate supervisor is unavailable, contact the Department Director even if the accident occurs after normal work hours.

b. When safe to do so, remain at the accident scene until the police or supervisor approves your departure.

c. Immediately obtain necessary treatment. The City recommends the employees initially seek medical treatment at an approved medical

facility if possible. Names and locations of approved medical facilities may be obtained from the Human Resource Department.

d. Submit to a drug test if determined necessary according to the drug testing policy located in Section 6-03. Supervisor or Department Director is required to drive the employee to get a drug test.

e. **Upon request, obtain a medical release form signed by a doctor and submit copies to the Human Resource Department and supervisor.**

f. Report to work as permitted by the medical release form.

g. Detail the job-related injury on forms prescribed by the Utah Labor Commission and the City. These forms must be completed within three days following the incident causing the injury and submitted to the Risk Manager.

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

a. Call 9-1-1 and their supervisor immediately. If the immediate supervisor is unavailable, contact the Department Director even if the accident occurs after normal work hours.

b. Remain at the accident until the police or supervisor approves your departure.

c. Collect necessary contact and insurance information from any others involved in the accident.

d. Submit to a drug test if determined necessary according to the drug testing policy located in Section 6-03. The employee's supervisor or Department Director is required to drive the employee to get a drug test.

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

a. An incident report must be completed for any alleged injury or damage to persons or property involving a City official, employee, volunteer, or equipment or any such event occurring on City property. Such report

will be submitted to the City Manager with a copy sent to the City Attorney and City Recorder.

b. Pictures must be taken at the scene and submitted with the incident report.

c. No official or employee shall admit or indicate in any manner that he or she or the City is at fault or has any liability in any incident that may result in a claim or lawsuit. No official or employee shall make any commitments or promises to claimant unless specifically authorized to do so by the City Manager or designee.

d. The City Attorney will receive and coordinate the resolution of claims and lawsuits made against the City, its officers, employees, or volunteers.

8-03 OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

a. Midvale City will post all required OSHA notices in conspicuous places. Employees may obtain additional information regarding OSHA from their Department Director.

b. If an OSHA inspector arrives on a job site, an employee should contact their Department Director immediately. The Department Director shall make arrangements for any required inspections.

8-04 PROPER USE OF CITY EQUIPMENT & TOOLS

a. The use of City equipment or tools for private purposes is strictly prohibited.

b. Employees shall be required to attend training provided by the City; including an explanation of job hazards, safety procedures, and training on all equipment, tools, etc., necessary for the accomplishment of the employee's job description. Employees may attend additional training as approved.

c. A commercial driver's license (CDL) is required for operators of commercial motor vehicles. No individual shall be allowed to operate such vehicles unless they have a current commercial driver's license in their possession. This license is required pursuant to the Commercial Motor Vehicle Safety Act. Employees must renew their commercial driver's license at five-year intervals.

d. Operators and passengers in a business-use vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles shall observe all local traffic laws.

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

8-05 BUILDING SECURITY

8-05 (1) **Distribution of Keys -** As assigned, Department Directors are responsible for distribution of keys, keypad codes, and security access cards to building occupants. Department Directors shall maintain a record of the keys, keypad codes, and security access cards distributed to building occupants. The departments shall not loan out keys, duplicate keys, or distribute keypad codes or security access cards prior to the completion of the key requisition process.

8-05 (2) **Employee Responsibility** - Employees shall not loan, duplicate, or transfer keys, keypad codes, or security access cards to City facilities. Such behavior may be grounds for disciplinary action up to and including termination. All keys, security access cards, and security access cards must be returned to the City immediately upon termination of employment.

8-05 (3) **Lost Keys** - Any lost keys or security access cards shall be reported to the employee's supervisor and the Department Director immediately.

SECTION 9 – FLEET MANAGEMENT

9-01 VEHICLE USE

9-01(1) **Vehicle Use** - City vehicles can only be utilized in connection with City business. All City vehicle and equipment operators shall have a valid Utah driver's license appropriate for the class of vehicle or equipment being driven. Smoking is prohibited in City vehicles. Safe driving practices will be enforced with the use of all City vehicles.

9-01 (2) **Authorization to Drive** - To be authorized to drive a City-owned vehicle, an employee or volunteer must possess a valid Utah driver's license for the type of vehicle he or she is operating. An employee may take an assigned vehicle home in an emergency situation upon prior approval from the Department Director.

9-01 (3) **Verification of Driver's License Status** - The City will ensure that the driver's license status of all employees is reviewed monthly by the Utah Local Government's Trust.

9-01 (4) **Pool Vehicle Use** - Pool vehicles are authorized for use by authorized employees or volunteers who do not have a City vehicle assigned to them and need transportation to conduct City business, subject to availability. All pool vehicle users must have a current valid motor vehicle record on file with Human Resources prior to vehicle use.

9-01 (5) **Personal Use** - Personal use of City vehicles is prohibited, except for incidental local use such as taking breaks or meal periods or completing a personal errand that does not require indirect travel.

9-01 (6) **Permitted Passengers** - Only authorized employees and volunteers are allowed to ride in City vehicles, except for the purpose of conducting City business or as otherwise authorized by policy. Employee's family members are allowed to ride in City vehicles in a parade as long as the City employee is driving the vehicle. Non-employees shall not be allowed to ride in a City vehicle except for the purpose of conducting City business or with Department Director approval.

9-01 (7) **Occasional Approved Use** - Department Directors may grant occasional overnight take home use due to an isolated incident of need because of the lateness of the hour or other circumstances where it is impractical for the user to return a City vehicle at the end of a shift.

9-01 (8) **Take Home Vehicles** - City employees MUST live within 30 miles of the City limits in order to take home a City vehicle.

9-02 DRIVER/OPERATOR DUTIES AND RESPONSIBILITIES

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

9-02 (2) **Cleanliness** - Employees shall keep both the exterior and interior of City vehicles clean. Employees shall not alter the body, general design, appearance, or markings of a City vehicle.

9-02 (3) **Mileage** - Each time a City vehicle is refueled using a gas card, the driver/operator will accurately enter odometer/hour meter readings.

9-02 (4) **Long Distance Travel** - When an assigned City vehicle is to be used for travel of a distance of 200 miles or more, the employee shall have the vehicle inspected by a fleet mechanic within two calendar days prior to departure to ensure the vehicle is in proper working condition.

9-02 (5) **Compliance with Laws** - City employees and volunteers shall drive and park in accordance with all state and local laws. Any citation received shall be the responsibility of the driver.

9-02 (6) **Revoked License Notification** - City employees who are authorized to use a City vehicle shall immediately report to Human Resources if his or her driver's license is revoked, suspended, denied, or expires.

9-02 (7) **Cell Phone Use** - City employees and volunteers shall not use a cell phone for any purpose while operating a City vehicle, unless engaged in a hands-free mode.

9-02 (8) **Idling and Air Quality Consideration** - Drivers will not allow their vehicle to idle excessively, except as required for safety reasons or operation of auxiliary equipment. Emergency vehicles are exempt during emergency situations. Additionally, drivers will be conscientious of air quality, plan the most efficient route, and whenever possible, will limit trips and combine trips to grouping appointments and errands together.

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

9-02 (10) **Abuse or Neglect of Vehicles** - Drivers will not abuse or neglect City vehicles. Abuse or neglect includes but is not limited to:

a. misusing vehicles;
b. exceeding a vehicle's capacity;
c. operating vehicles without adequate training;
d. allowing others to operate vehicles without adequate training;
e. being reckless, careless, irresponsible, or not paying attention while operating vehicles;
f. operating with an overheated engine;
g. failure to properly observe instrument panel indicator;
h. operating with flat or under-inflated tires;

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

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

a. Periodic audits of inspection reports to make sure the inspections are timely and accurate;

b. Quarterly inspections of the conditions of vehicles under his/her supervision; and

c. Keeping a separate inspection report documenting any vehicle problems for audit purposes. The supervisor will discuss any discrepancies with any person who completed an inconsistent report.

9-03 GENERAL LIABILITY PROVISIONS

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

a. City vehicles are insured by the City.

b. Third-party claims are handled by the City's insurer to the policy limits.

c. Injuries to City employees and volunteers will be handled as worker's compensation claims.

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

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

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

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

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

ii. Employees are encouraged to review the merits of additional "business use" or higher liability coverage with their insurer.

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

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

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

i. Third-party claims will be handled by the City's insurer to the policy limits, except for the owner's deductible.

ii. Property damage to the personal vehicle is covered by the City to the limit of the City's deductible.

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

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

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

MIDVALE CITY COUNCIL
STAFF REPORT
December 2, 2025

SUBJECT
Consider Resolution No. 2025-R-76 Authorizing the Mayor to Enter into Retirement Advisory Agreements with Group Benefit Services

SUBMITTED BY
Rori L. Andreason, HR Director/City Recorder

BACKGROUND AND OVERVIEW

On November 18th, staff discussed the GBS Retirement Plan Services and the proposed amendment to the City's Retirement Program. Midvale City contracts with Group Benefit Services as our insurance broker. As part of their comprehensive services, GBS offers Retirement Plan Services and has proposed enhancements to the City's retirement program that would improve employee benefits, reduce fees, and strengthen fiduciary oversight.

Key Points:

1. **Lower Fees, Enhanced Services**
   Transitioning to GBS Retire will lower employee investment management fees from 1.50% to 1.00%, providing direct cost savings to participants. GBS Retire also offers enhanced service quality and plan management support for both employees and City staff, ensuring a smoother and more responsive participant experience.

2. **Fiduciary Oversight**
   GBS Retire will serve as the investment fiduciary, assuming full responsibility for fund selection, monitoring, and ongoing performance evaluation. This change relieves Midvale City of fiduciary liability related to fund management and ensures that all investment decisions prioritize participant interests.

3. **Broader, Higher-Performing Investments**
   The proposed transition will move the City's retirement plan from MissionSquare's proprietary funds to an open-architecture investment platform. This platform provides access to top-performing funds from multiple leading investment families, offering improved diversification, transparency, and long-term performance potential.

4. **Compliance and Best Practices**
   GBS Retire follows Department of Labor best practices and maintains rigorous fiduciary and compliance standards. Partnering with GBS Retire will strengthen the City's plan governance, documentation, and adherence to evolving regulatory requirements.

5. **Employee Financial Wellness**
   GBS Retire's participant experience includes personalized financial planning and access to a digital financial wellness portal. The platform features budgeting tools, account aggregation, and educational resources designed to enhance employees' overall financial literacy and retirement readiness.

Staff recommends the Council consider approval of the proposed amendment to the City's Retirement Fund Benefit Program to transition plan administration and fiduciary services from MissionSquare to GBS Retire, a division of Group Benefit Services (GBS). This change will enhance employee benefits, reduce participant fees, and improve fiduciary oversight and plan governance.

RECOMMENDED MOTION:
I MOVE to adopt Resolution No. 2025-R-76 Authorizing the Mayor to enter into Agreements with Group Benefit Services to provide plan administration and fiduciary services for Midvale City's Retirement Fund Benefit Program.

ATTACHMENTS

- Resolution No. 2025-R-76
- Agreements with GBS for each Midvale City Retirement Fund.

Retirement Plan Advisory Agreement

(For use with ERISA plans)

GBS RETIRE

Plan Profile – Summary of Services – Fees

Effective Date 06/13/2025

Plan Profile

* = required information

Name of Plan*			
Midvale City Corporation 457(b) Plan			
Name of Employer/Plan Sponsor ("Client")*	**Address***		
Midvale City Corporation	7505 S Holden Street		
Employer Tax ID*	**City***	**State***	**Zip***
	Midvale	UT	84047
Plan Tax ID *(if different than Employer ID)*	**Phone Number***	**Email***	
87-6000245	(801) 567-7226	BREINHOLTA@MIDVALE.GOV	

Name of Recordkeeper/Platform Provider[1]*	Plan ID No.
MissionSquare	302654

Advisor Representative(s)*	Comp Code*
Ryan Madsen	TDANCE100

Additional information about Client and the Plan may be added to Exhibit A attached hereto. Such information may be updated by a Party without amending this Agreement pursuant to the notice requirements set forth herein.

Summary of Services

Check all that apply. A description of each service may be found in Exhibit B, attached hereto.

Fiduciary Services

- ☑ 3(21) Investment Advice Capacity *(check all that apply)*
  - ☑ Investment Selection and Monitoring of DIAs[2]
  - ☑ Qualified Default Investment Alternatives
  - ☑ Third-Party Advisors and/or Managers
  - ☐ Model Portfolios
- ☐ 3(38) Investment Manager Capacity *(check all that apply)*
  - ☐ Discretionary Investment Selection, Management and Monitoring of DIAs
  - ☐ Qualified Default Investment Alternatives
  - ☐ Third-Party Advisors and/or Managers
  - ☐ Model Portfolios
- ☑ Investment Policy Statement
- ☑ Non-Discretionary Participant Advice

Clear Services

Non-Fiduciary Consulting Services

- ☑ Service Provider Liaison
- ☑ Plan Governance and Education
- ☑ Participant Enrollment – up to 2 sessions/year
- ☑ Participant Education – up to 2 sessions/year
- ☑ Financial Wellness Services[3]
- ☑ Plan Search Support/Vendor Analysis
- ☑ Benchmarking Services
- ☑ Assistance Identifying Plan Fees
- ☐ Plan Design Consulting[4]

[1] If more than one platform provider, please input the additional providers in the Additional Information section in Exhibit A.
[2] "DIA" means designated investment alternative.
[3] Separate fees may apply.
[4] Please see Fees section on next page.

Clear Page

Fees and Expenses

Check all that apply.

☒ Annual Asset-Based 37.000 bps or Tiered or Breakpoint*	Frequency: ☐Monthly ☒Quarterly ☐Semi-Annually ☐Annually** Timing: ☐In advance ☒In arrears | Billing: ☒Plan Assets[5] ☐Client[6]
☐ Annual Flat Fee $ _____	Frequency: ☐ Monthly ☐Quarterly ☐Semi-Annually ☐Annually** Timing: ☐In advance ☐In arrears | Billing: ☐Plan Assets[5] ☐Client[6]
☐ One-time Project Fee $ _____ ☐ Plan Assets ☐ Client	Please attach a Statement of Work regarding the project.
☐ One-time Transition Fee $ _____ ☐ Plan Assets ☐ Client	Describe services:
☐ Ongoing Project Fees[7] ☐ Education ☐ Enrollment	Education: $ _____ per _____ session | Enrollment: $ _____ per _____ session or Education: $ _____ for _____ sessions | Enrollment: $ _____ for _____ sessions *(Travel expenses not included)*
☐ Settlor Services $_____ /year Settlor fees cannot be paid out of plan assets. See Section 3.a(1) regarding Fees and Expenses permitted to be paid out of plan assets, and those that are not (i.e., settlor expenses).	**For Hybrid Fees,** when fees include a combination of asset-based and flat fees, please complete both the Asset-Based and Flat Fee sections. **For COLA adjustments,** please identify the amount or formula, the frequency and when the adjustment should be made in Additional Comments and Notes below. ****Annual Payments,** Annual payments cannot be paid in advance. Advanced payments may only be made semi-annually or a lesser frequency

Additional Comments and Notes

NAICS #:

https://www.census.gov/naics/

☐Tiered or ☐Breakpoint[8]	
Value of Plan Assets	☐bps or ☐flat fee
$0 -	
-	
-	
-	
and up	

Clear Page

[5] By checking this box, Client is authorizing and instructing the recordkeeper/platform provider to deduct Fees from Plan Assets. Fees shall be calculated according to the method and valuation as determined by Client's agreement with the recordkeeper/platform provider.

[6] By checking this box, Fees will be billed by Advisor to the Client based on the valuation at the end of the time period, due upon receipt and as specified herein.

[7] Complete this section only if education or enrollment fees will be charged separately.

[8] A "tiered basis" will multiply the stated fee percentage for each separate asset range to the applicable plan assets in the asset range. The products of those calculations will then be added together to calculate the total fee. A "breakpoint basis" will multiply the total plan assets by the stated fee percentage for the highest applicable asset range to calculate the total fee.

Agreement

This RETIREMENT PLAN ADVISORY AGREEMENT ("Agreement") is made by and between Global Retirement Partners, LLC ("Advisor"), through its investment advisor representatives associated with GBS Retire (each an "Advisor Representative"), and the above-referenced client ("Client") regarding the retirement plan identified in the Plan Profile (singularly and collectively, the "Plan"). Advisor and Client shall be individually referred to as a "Party" or collectively, as the "Parties." This Agreement shall be effective as of the Effective Date upon an authorized designated employee of Advisor signing the Agreement.

1. ACKNOWLEDGEMENT AND DISCLOSURES

a. Client acknowledges that sufficiently before this Agreement, it received information from Advisor regarding the Services (as defined below), compensation, fiduciary obligations, and any conflicts of interest to make an informed decision to engage Advisor. The information provided included, but was not limited to, Advisor's Form ADV Part 2 (A and B), Advisor's privacy policy and this Agreement ("Disclosure Documents").

b. Client acknowledges that the Disclosure Documents, including but not limited to Sections 2, 3, 6.a, 6.c, and 10 of this Agreement, satisfy any disclosures required by Applicable Law (as defined below), including Section 408(b)(2) under the Employee Retirement Income Security Act of 1974 ("ERISA").

c. In addition to the Termination section herein, Client acknowledges that this Agreement may be terminated without penalty within five (5) business days after entering into this Agreement.

d. "Applicable Law" includes but is not limited to ERISA; the Internal Revenue Code ("Code"); federal and state securities laws, rules, and regulations (including the Investment Advisers Act of 1940 ("Advisers Act")); and privacy and information security laws governing the use, disclosure, and safeguarding of nonpublic personal information.

2. SERVICES

Advisor, through its Advisor Representatives, agrees to provide the services selected above in the Summary of Services, as more fully described in Exhibit B ("Services"). Advisor shall not provide, nor be deemed to be providing, any services to the Plan or Client other than the Services expressly agreed to in this Agreement. Failure to mark a box is an express indication that Advisor shall not perform such service.

a. Fiduciary Services. For any Fiduciary Services selected by Client, Advisor and Advisor Representative(s) shall each perform the applicable Services as a fiduciary as such term is defined under ERISA and the Advisers Act and shall act solely in the interest of the Plan's participants and beneficiaries in good faith and will act at all times related to the Services hereunder with the care, skill, prudence and diligence under the prevailing circumstances that a prudent person acting in a like capacity and familiar with such matters would use.

b. Non-Fiduciary Services. For any Non-Fiduciary Consulting Services selected by Client, Advisor and Advisor Representatives shall perform the applicable non-fiduciary services solely in a capacity that would not be considered fiduciary under ERISA and the Advisers Act. In addition, Advisor from time-to-time shall provide general educational services about retirement plans for Client and the participants of the Plan.

c. Cooperation. Each Party agrees to cooperate fully in the furtherance of this Agreement. Client shall provide timely and accurate data, documents, and information about the Plan, its participants and beneficiaries, assets, and other relevant information ("Information") and shall cause or authorize the Plan's custodian, recordkeeper, administrator, investment providers and other third parties ("Service Providers") to provide Information to Advisor so that Advisor can perform the Services. Client also authorizes Advisor to obtain Information from Service Providers that Advisor may reasonably require to perform the Services. Such information includes plan and participant data, and Client consents to the use of such information by Advisor in the furtherance of the Services provided herein.

Client agrees that all Information provided to Advisor shall be true, correct, timely, and complete in all material respects. Client acknowledges that Advisor may rely on such Information without verifying its accuracy, nor shall Advisor guarantee the Information that it receives. Client agrees to promptly notify, or cause the Service Providers to notify, Advisor of any changes or errors in the Information, and promptly provide any updated or additional Information as may be reasonably requested by Advisor.

Upon timely written request by Client, Advisor will timely disclose relevant information related to this Agreement which is required under ERISA and applicable regulations.

d. Limitation of Services. Client understands and agrees that in providing the Services:

(1) Service Providers. Advisor will not act, or assume any duties, as the Plan's custodian, trustee, recordkeeper, third-party administrator, or other service providers to the Plan. Client shall be responsible for selecting and paying fees to these Service Providers.

(2) Administration. Advisor will not have any discretionary authority or responsibility over the administration of the Plan or for the interpretation of Plan documents, including but not limited to the determination of eligibility or participation under the Plan, benefit claims, vesting, or the approval of distributions to be made by the Plan.

(3) Valuation. Advisor may rely, without independent verification, upon the valuation of assets as provided by Client or Service Providers. Client acknowledges that any valuation will not be a guarantee of the market value of any asset in the Plan.

(4) Prospectus Delivery and Proxies. Advisor will not have authority or responsibility to deliver prospectuses for the securities held by the Plan, to vote or advise with respect to voting of proxies, or to take any other action related to shareholder rights regarding such securities.

(5) Tax and Legal Advice. Advisor shall not provide legal, accounting or tax advice to Client or the Plan.

(6) Excluded Investments. Advisor shall not advise or recommend as to the following investments or features as part of the Services: employer securities, self-directed brokerage accounts or similar feature and any investments therein, Alternative Investments,[9] investments selected by Client and not by Advisor, or special instructions by Client pertaining to certain investments, or other investments set forth in Exhibit A.

(7) Class Actions. Advisor is not responsible (a) for monitoring whether any class action lawsuits have been filed pertaining to investments in the Plan, or (b) for determining whether the Plan is eligible or should participate in a class action.

[9] "Alternative Investments" means private investments and funds, commodity pools, private equity, venture capital, hedge funds, limited partnerships, non-publicly traded REITs, cryptocurrency, or crypto assets not traded in registered funds or ETFs, or other "alternative" investments. For the avoidance of doubt, collective investment trust funds (CITs) are not Alternative Investments.

(8) Plan Compliance. Advisor shall not be responsible for the Plan's compliance with the Plan's governing documents or Applicable Law, including but not limited to qualification requirements of the Code which may include receipt of a favorable qualification letter, determining or timely transmittal of plan contributions, filing of required government reports, or preparing or delivering notices or communications to the Plan's participants, or for notifying Client that any such notices or communications are required.

3. FEES AND EXPENSES

a. Fees. Client agrees to pay Advisor the fees solely for the Services provided herein, in the manner set forth on page 2 of this Agreement ("Fees"). The Fees do not include fees charged by the Service Providers, investments, insurance contracts, other investment providers, or as described in Exhibit B hereto.

(1) Plan Assets. Client represents that it shall determine and ensure that any Fees paid out of Plan assets are permissible in all respects under the Plan's governing documents and ERISA, and specifically authorizes such payment in accordance with Section 2, at the Advisor's direction. Client agrees that no fees or expenses related to settlor functions, such as decisions relating to formation, design, and termination of the Plan, unless otherwise authorized by ERISA or other Applicable Law, shall be paid out of Plan assets.

(2) Third-Party Payments. If Advisor, an affiliate of Advisor, or a broker-dealer associated with Advisor or Advisor Representative receives compensation directly from an investment or insurance provider in connection with the Plan or Services, such compensation shall be offset against the Fees.

(3) Valuation. In calculating any asset-based Fees, Advisor may rely upon the valuation of assets provided by Client or the Plan's custodian or recordkeeper without independent verification. Unless Advisor agrees otherwise, no adjustments or refunds will be made in respect to any period for (a) appreciation or depreciation in the value of Plan assets during that period, (b) any partial withdrawal of assets from Plan assets during that period, and (c) all Fees shall be based on the total value of the assets in the account without regard to any debit balance.

(4) Accuracy and Errors. Client shall verify the accuracy of all Fees paid under this Agreement. Any miscalculation known to Advisor resulting in overpayment by Client or the Plan will be refunded promptly. Otherwise, Advisor shall have no liability regarding the Fees.

(5) Unpaid Fees. If any Fees remain unpaid after thirty (30) days, Client authorizes custodian or recordkeeper to pay the permissible Fees under Section 3.a(1) directly from Plan assets at the direction of the Advisor.

b. Expenses. In addition to the Fees and other expenses stated herein, Client and/or the Plan agrees to reimburse Advisor for reasonable expenses associated with responding to subpoenas, preparing documents for litigation or regulatory investigations, preparing or providing testimony in litigation or regulatory investigations (including travel or Advisor's attorneys' fees), unless Advisor and/or Advisor Representative is a party to the proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

4. CONFIDENTIALITY AND PRIVACY

Each Party (in such capacity, the "Receiving Party") agrees to keep Confidential Information (as defined below) of the other Party (in such capacity, the "Disclosing Party") in strict confidence and in a manner set forth in the Information Security section of this Agreement.

a. **Confidential Information.** As used in this Agreement, "Confidential Information" means (1) information designated by the Disclosing Party as confidential, (2) information that is reasonably and customarily construed as proprietary or confidential, and (3) information deemed to be "nonpublic personal information," "personally identifiable information," or similar terms as defined under Applicable Law.

b. **Exceptions.** The term Confidential Information does not include any information which (1) is in the public domain through no fault or breach by the Receiving Party in violation of this Agreement, (2) was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances subject to a requirement of confidentiality, or (3) was developed independently of, and without the use of or access to, any Confidential Information exchanged under this Agreement.

c. **Use.** Each Party agrees not to use the other's Confidential Information for any purpose other than for the purposes and furtherance of this Agreement and not to make each other's Confidential Information available to a third-party, except that Confidential Information may be used or disclosed (1) to a Party's officers, directors or employees (and those of its affiliates) who have a business need to know such Confidential Information, (2) to a Party's attorneys, accountants, consultants, agents, independent contractors, Service Providers, subcontractors, or professional advisors who (a) have a business need to know such Confidential Information and (b) are subject to fiduciary, professional or written obligations of confidentiality substantially similar to the obligations set forth herein, (3) for general educational purposes to Client and its participants from time to time, and (4) as agreed to by the Parties for the benefit of the Plan and its participants and beneficiaries. Advisor also may use Confidential Information as described in Advisor's Privacy Policy and to enhance or improve existing services, and to develop new services, in each case under obligations of confidentiality at least as restrictive as those contained herein and in a manner that does not specifically identify any of Client's Confidential Information.

d. **Permitted Disclosure.** The Receiving Party may disclose Confidential Information as required to be disclosed under Applicable Law or pursuant to an order of a court or administrative body; provided, that, with regard to each such disclosure, the Receiving Party will provide the Disclosing Party with prompt notice of such request or order (to the extent permitted by Applicable Law), and shall, at Disclosing Party's option and sole expense, cooperate reasonably with the Disclosing Party in resisting the disclosure of such Confidential Information via a protective order or other appropriate legal action. If such protective order or other remedy is not obtained after commercially reasonable efforts, the Receiving Party, without liability under this Agreement, may furnish that portion of the Confidential Information that it is requested or required to be disclosed. Notwithstanding the foregoing, the Receiving Party is not required to notify the Disclosing Party if disclosure of Confidential Information is made to a regulatory agency, self-regulatory organization, or governmental agency in the course of such authority's routine examinations or inspections not targeted at the Disclosing Party and any such disclosure shall be permitted.

e. **Ownership.** All Confidential Information shall remain the sole and exclusive property of the Disclosing Party. Neither Party shall acquire any intellectual property rights of the other Party. The Parties shall not use each other's names, logos, trademarks, or other intellectual property without the prior written consent of the Party whose name, logo, trademark, or other intellectual property is contemplated for use.

f. **Return of Confidential Information.** Upon written request by the Disclosing Party, the Receiving Party shall: (1) return to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, and/or (2) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party; provided, however, that the Receiving Party is entitled to retain copies of such Confidential Information as it is required to retain pursuant to Applicable Law or internal document retention policies, that are electronically stored or archived in the ordinary course of business, and for defending or maintaining any litigation relating to this Agreement, in each case subject to the confidentiality and non-use obligations set forth herein.

g. **Injunctive Relief.** A Party may seek injunctive relief pursuant to Section 14.b for any breach or threatened breach of this Section 4.

5. INFORMATION SECURITY/DATA COLLECTION

a. **Information Security.** Each Party shall maintain commercially reasonable and effective systems to safeguard against unauthorized access, disclosure, use, destruction, loss, or alteration to Confidential Information, including measures as required by Applicable Law. Each Party must hold Confidential Information to at least the same extent that the Party maintains its own Confidential Information, but no less than a reasonable standard of care or any higher standard of care as required by Applicable Law. Each Party shall provide each other with the information regarding such security safeguards upon the reasonable request of the other Party.

b. **Data Breach Notification.** In the event of an actual data, network, or security breach by a Party that affects the confidentiality of the other Party's Confidential Information, the breached Party will promptly notify the other Party subject to Applicable Law. Each Party agrees that no public statements will be made regarding a data, network or security breach involving client data without prior written approval from the other Party. The breached Party agrees to take reasonable measures to mitigate and notify about the breach pursuant to Applicable Law.

6. REPRESENTATIONS AND WARRANTIES

a. **Mutual.** Each Party represents and warrants that:

(1) It is duly organized, validly existing and in good standing under Applicable Law.

(2) It shall obtain and maintain any authorizations, permits, certifications, licenses, filings, approvals, registrations, or consents from any third party or governmental authority in connection with this Agreement.

(3) It has the full legal authority to enter into this Agreement and to perform its obligations hereunder.

(4) This Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms.

(5) It complies and will comply with Applicable Law in the performance of its obligations hereunder. If an amendment of this Agreement becomes necessary to comply with Applicable Law, it agrees to amend this Agreement as reasonably necessary to comply.

(6) It has had the opportunity to obtain independent accounting, financial, investment, legal, tax or other appropriate advice related to this Agreement; and, it has carefully read and fully understands the terms and consequences of this Agreement.

(7) It understands and agrees that Advisor Representatives are not parties to this Agreement.

(8) It is a fiduciary to the Plan in each's respective capacities.

b. Client. In addition to any other representations and warranties in this Agreement, Client represents and warrants that:

(1) It has the power and authority to appoint Advisor under the terms of the Plan, and to enter contractual arrangements with third parties to assist in the discharge of these and related duties.

(2) It has reviewed and considered the contents of the Agreement and has determined (a) the Services to be authorized by the Plan, consistent with and in the best interest of the Plan and its participants, and necessary for the operation of the Plan, and (b) the Fees are reasonable and appropriate for the Services rendered.

(3) It will take all necessary actions to ensure the requirements for fiduciary relief under ERISA Section 404(c) are satisfied.

(4) It will provide Advisor with copies of the Plan, trust documents, and amendments thereto, pursuant to which the Plan and trust will be administered, as well as copies of any subsequent amendments or restatements of those documents, all of which meet the qualification requirements as a tax-exempt entity pursuant to the Code and regulations thereunder.

(5) The individual signing the Agreement is a "Responsible Plan Fiduciary" as defined under ERISA and/or has been duly appointed by corporate action to sign on behalf of the Client and Plan, and no other signatories are required.

(6) It will operate and administer the Plan in compliance with Applicable Law.

(7) It will promptly notify about and provide Advisor with any amendments to the Plan's governing documents that are reasonably expected to alter or affect Advisor's performance of Services.

(8) It will instruct Advisor if it is the intention of Client not to bear the costs of operating the Plan and desires that the investments within the Plan are to pay, directly or indirectly, amounts to or on behalf of the Plan to cover some or all of the expenses of the Plan.

(9) It will instruct Advisor if it is the intention of Client to give primary consideration to investment options made available by applicable Service Providers or a third party specifically identified by Client.

(10) It understands that past investment performance may not be indicative of future results and there is risk of loss. Different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment, investment strategy, or product (including the investments recommended or selected by Advisor for inclusion in the Plan's menu), will be profitable, meet any corresponding index or historical performance levels, be suitable for any specific participant, or prove successful. Client acknowledges that investment losses can and will occur.

(11) It understands that Advisor will not engage in activity identified in Section 2.d as part of the Services.

(12) Advisor may provide other services to plan participants when the services are independently sought by participants, including recommendations about the advisability of taking distributions from the Plan or investing distributions. These other services will not be part of the Services of this Agreement and will be pursuant to a separate agreement with the participant.

c. **Advisor.** In addition to any other representations and warranties in this Agreement, Advisor represents and warrants that:

(1) It is registered as an investment advisor with the Securities and Exchange Commission and all applicable states as necessary and shall maintain such registration through the term of this Agreement.

(2) All personnel providing Services hereunder shall be appropriately licensed as required by Applicable Law.

(3) No judicial, administrative, or regulatory proceeding, investigation or administrative charge or complaint is pending or threatened, which could result in any material adverse change in its financial condition, operating results, or business or which would reasonably be expected to have a material adverse effect on its ability to perform its obligations hereunder.

(4) It will disclose to Client any material changes to the information regarding the Services, compensation, and conflicts of interest as soon as reasonably practicable, but not later than sixty (60) days from the date on which Advisor acquires knowledge of the material change or as otherwise required by Applicable Law (unless such disclosure is precluded due to extraordinary circumstances beyond Advisor's control, in which case the information will be disclosed as soon as practicable).

(5) If Advisor makes an unintended error or omission in disclosing information to Client, Advisor will disclose the correct information to Client as soon as practicable but not later than thirty (30) days from the date Advisor knows of the error or omission.

(6) It does not receive any direct or indirect compensation from the providers of investment products it recommends, except to the extent those sources are used to pay the compensation due under this Agreement or to cover expenses incurred by Advisor's employees or Advisor Representatives to attend industry and educational events, as well as to learn about the provider's products and to host client events. As a result, the only compensation Advisor receives for its provision of Services under this Agreement are the fees specified herein.

7. INDEMNIFICATION

a. **Advisor.** Advisor shall indemnify, defend, and hold harmless Client, its directors, employees, representatives, and the Plan from and against any and all third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to Advisor's (1) material breach of this Agreement, (2) breach of its fiduciary duty to the Plan, participants and beneficiaries, or (3) gross negligence, or intentional misconduct; provided that, in any case, such indemnification shall not apply in the case of (a) Client's or the Plan's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement or (b) any general market decline, investment losses directly resulting from Client's failure to follow Advisor's investment advice, or Client's decision to use plan revenue sharing to pay plan expenses.

b. **Client.** Client (and to the extent permitted by Applicable Law, the Plan) shall indemnify, defend, and hold harmless Advisor, its directors, employees, representatives, and Advisor Representatives from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to (1) Client's material breach of this Agreement, breach of fiduciary duty, gross negligence, or intentional misconduct, (2) claims related to this Agreement that are made by Client's employees or Plan participants, or (3) any acts or omissions by another Plan fiduciary or Service Provider; provided that, such indemnification shall not apply in the case of Advisor's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement.

c. **Notice and Procedure.** An indemnified party seeking indemnification will promptly notify the indemnifying party of any claim for indemnification and allow the indemnifying party to control the defense of such claim; provided, however, that the failure to provide timely notice will not relieve the indemnifying party from any liability hereunder except to the extent such failure materially prejudices the indemnifying party's rights. The indemnifying party may not settle any claim (1) that involves a remedy other than the payment of money by the indemnifying party without the indemnified party's reasonable written consent; and (2) no such compromise or settlement is hereby authorized unless the indemnified party obtains a complete release of liability under such compromise or settlement. In the event the indemnifying party fails to promptly assume the defense of the claim or to promptly and reasonably conduct the defense, the indemnified party will have the right to control the defense of the claim, at the sole cost and expense of the indemnifying party.

8. LIMITS OF LIABILITY

IF PERMITTED BY APPLICABLE STATE OR FEDERAL LAW, NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY, NOR ITS EMPLOYEES, AFFILIATES OR AGENTS (INCLUDING ADVISOR REPRESENTATIVES) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. Advisor will not be responsible or liable for the acts, failures to act, or omissions by Client, its employees or agents, any other fiduciary of the Plan, current or former Service Providers, or any participant under the Plan.

9. NON-EXCLUSIVITY

Client understands that Advisor may perform services similar to the Services for other clients. Client recognizes that Advisor may give advice and take action in the performance of its duties for other clients (including those who may have similar retirement plan arrangements as Client) that may differ from the advice given, or in the timing and nature of action taken, with respect to the Plan or Client. Advisor has no obligation to advise Client in the same manner as it may advise any of its other clients.

10. TERM AND TERMINATION.

a. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated under the terms of this Agreement.

b. **Termination.** Either Party may terminate this Agreement: (1) upon thirty (30) days written notice to the other Party, (2) immediately upon a material breach (including unpaid Fees), which breach remains uncured for a period of thirty (30) days following notice thereof given by the non-breaching party, or (3) immediately when a Party files bankruptcy or receivership or is declared to be insolvent; a Party has its corporate authority revoked or has necessary licenses withdrawn, suspended or revoked by a regulatory authority; a legally enforceable and binding notice from a regulatory authority requiring a party to terminate the Agreement; or, upon the advice of counsel, continuation of this Agreement would violate Applicable Law.

c. **Fees Obligations.** If Fees are paid in arrears, Advisor shall be entitled to its pro rata fees through the date of termination. If fees are paid in advance, any unearned fees will be returned.

d. **Services.** Except as set forth herein or as agreed to by the Parties, all Services shall cease on the date this Agreement is terminated.

e. **Pending Transactions.** Termination shall not affect the liabilities or obligations of the Parties arising from transactions initiated before the date of termination, and such liabilities and obligations shall survive the termination of this Agreement until such time they have been performed.

f. **Reasonable Assistance.** Upon termination of this Agreement, Advisor agrees to provide reasonable assistance to Client in Client's transition to a new advisor.

g. **Survival.** The following Sections shall survive termination of this Agreement: 3 – 10 and 14.

11. RESERVED

12. SUBCONTRACTORS

Advisor may engage third parties as subcontractors in the furtherance of Advisor performing the Services; provided that Advisor will oversee and be responsible for any subcontractor, and any agreement entered into between Advisor and a subcontractor is consistent with the terms of this Agreement and includes a confidentiality provision and an information security provision that is at least as restrictive as Sections 4 and 5 of this Agreement.

13. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that this Agreement may be executed by electronic or digital signature. Client consents to receive communications, disclosures and notices in electronic format, and such consent shall continue until revoked. Client also authorizes Advisor to deliver documents and communicate with the Plan and its participants or beneficiaries using electronic means, including email and posting to a website. Client, and not Advisor, is responsible for determining whether the use of such electronic communication complies with Applicable Law.

14. DISPUTE RESOLUTION

a. **Arbitration.** In the event of any dispute arising out of or relating to this Agreement, the Parties agree first to attempt in good faith to resolve the dispute through negotiations between persons designated by each Party. If the matter is not resolved within ten (10) business days of receipt of a written request to negotiate by one Party from the other Party, then any claim or controversy arising out of or relating to this Agreement shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The Parties hereby agree that judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction.

b. **Injunctive Relief.** Notwithstanding Section 14.a, each Party acknowledges that nothing in this Agreement shall preclude either Party from seeking equitable relief, including but not limited to temporary and/or permanent injunctive relief, for any breaches of the Agreement where the non-breaching party may suffer irreparable harm and damages cannot be calculated and would be an inadequate remedy. Each party hereby waives any requirement for the posting of a bond or any other security in connection therewith.

c. **Waiver of Jury Trial.** Notwithstanding Section 14.a, if a dispute cannot be arbitrated and must be resolved in court, the PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO REQUEST A JURY TRIAL, TO THE FULLEST EXTENT PERMITTED BY LAW, AND ANY SUCH LITIGATION SHALL BE TRIED BY THE JUDGE SITTING AS THE FINDER OF FACT AS WELL AS THE JUDGE OF THE APPLICABLE LAW.

d. **Costs and Attorneys' Fees.** For any proceeding, claim or cause of action brought by a Party, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, the reasonable legal and other related costs and expenses incurred by such party, including without limitation reasonable attorneys' fees.

15. MISCELLANEOUS

a. **Independent Contractor.** The Parties are independent contractors of each other. Nothing in this Agreement shall create or be deemed to create a relationship of employer/employee, principal/agent, joint venture, partnership, franchise, or other legal relationship.

b. **Governing Law.** Unless preempted by federal law (including ERISA, the Advisers Act, and the Federal Arbitration Act), the validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Utah, without reference to its conflicts of law provisions.

c. **Entire Agreement; Binding Effect.** This Agreement, including, any exhibits, schedules, incorporations by reference, amendments and addenda, contains all of the understandings and representations between the Parties pertaining to the subject matter hereof and supersedes all previous and contemporaneous understandings, agreements, representations, warranties and communications, whether oral, written or otherwise communicated with respect to such subject matter. All provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

d. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect or for any reason, including a provision inconsistent with a current or future law or regulation, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provisions of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the intent of the invalid or unenforceable provision.

e. **Amendment.** Advisor may amend this Agreement pursuant to the procedures set forth in Section 15.g. No other amendments of this Agreement shall be valid unless in writing and signed by both Parties.

f. **Assignment.** Neither Party may assign or delegate this Agreement without the written consent of the other Party; provided, however, subject to Applicable Law, that in the event of a change of control or ownership of Advisor that would result in an "assignment" of this Agreement under the Advisers Act, Adviser may assign this Agreement pursuant to the procedures set forth in Section 15.g. Upon the completion of a permitted assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

g. **Procedures for Negative Consent for Certain Amendments and Assignments.** Advisor may amend the Agreement pursuant to Section 15.e or assign pursuant to Section 15.f by giving Client at least sixty (60) days' advance written notice of the terms of the assignment or amendment. Notice shall be given in a manner set forth in Section 15.j. The notice will (1) explain the terms of the amendment or assignment, (2) fully disclose any resulting changes in the Parties because of the amendment or assignment, (3) identify the effective date of the amendment or assignment, (4) explain the other Party's rights to object to and reject the amendment or assignment, and, if applicable, to terminate the Agreement and the consequences thereof, and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the amendment or assignment before the date on which it becomes effective, Client will be deemed to have consented to the amendment or assignment. If Client rejects the amendment or assignment, Advisor will not be authorized to amend or assign this Agreement and will have authority to terminate this Agreement under Section 10.

h. **Waivers or Limitations.**

(1) Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client or the Plan or any other party may have under Applicable Law.

(2) The failure of a Party to insist upon the strict performance of any of the terms and provisions of this Agreement, or the waiver by a Party or any breach or default of any of the terms and provisions of this Agreement, shall not be construed as a waiver by either Party to thereafter insist on strict performance or as a waiver of any subsequent breach or default, even if the subsequent breach or default is the same as or similar to the breach of default previously waived. No waiver by either Party shall be enforceable unless in writing and signed by the Parties.

i. **Force Majeure.** Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises directly or indirectly by reason of any cause beyond the reasonable control of such Party, including without limitation, an act of God; war; conflict; insurrection or terrorist attack(s); strikes or labor disputes; pandemic or epidemic; failure of communication lines, telephone, internet, systems or other utilities services; theft; material changes to laws, regulations, or rulings; adverse weather, power failures or events of nature; or other causes beyond the reasonable control of a Party (a "Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress or the inability of a Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.

j. **Notice.** All notices required by this Agreement shall be in writing and either delivered by (a) registered or certified U.S. Mail, return receipt requested and postage prepaid, (b) a nationally recognized overnight courier service, or (c) email, and shall be effective on the date of acknowledgement (by non-automated means) if delivered by email or on the date of posting if delivered by courier service or mailed. Notices shall be delivered to:

Client	**Advisor**
The address indicated in the Plan Profile	Global Retirement Partners, LLC Attn: Chief Compliance Officer 4340 Redwood Highway, Suite B60 San Rafael, CA 94903

k. **Third-Party Beneficiary.** This Agreement shall not be construed as granting any rights or benefits to third parties, including by way of example and not limitation, participants of the Plan, independent contractors, consultants, or other agents of the Parties, unless required by Applicable Law.

l. **Headings.** All captions, headings and subheadings are for ease of reference only and in no way will be understood as interpreting, decreasing, or enlarging the provisions of this Agreement.

m. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all taken together will constitute one and the same instrument.

Signature page follows

The Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

GLOBAL RETIREMENT PARTNERS, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

ADVISOR REPRESENTATIVE ACKNOWLEDGEMENT

By signing below, the below named Advisor Representative confirms the Services to be provided under this Agreement. Advisor Representative only confirms the Services and is not considered a party to this Agreement.

By: _____

Name: _____

Date: _____

Exhibit A – Additional Information about the Client and Plan

Additional Client Profile Information

* = required information

Mailing address (if different)		
City	State	Zip

Billing Contact*	Billing Phone*	Billing Email*
Rori Andreason	(801) 567-7207	randreason@midvaleut.gov

Additional Plan Profile Information

Plan Type		Participant or Trustee Directed
☐ 401(k)	☐ Defined Benefit Plan	■ Participant Directed
☐ Profit Sharing Plan	■ Other	☐ Trustee Directed
☐ 403(b)	457(b)	☐ Both (explain)

Promoter Information (if applicable)
Promoter Name: N/A

Plan Assets Excluded from Services
N/A

Clear Page

Exhibit B

Fiduciary Services

3(21) Investment Advice. Advisor shall be appointed by Client as an Investment Advisor to the Plan within the meaning of Section 3(21) of ERISA. As such, Advisor shall provide advice to Client regarding the Plan; however, Client shall retain full authority or control over assets of the Plan and is responsible for all decisions regarding advice provided by Advisor, including, but not limited to, decisions relating to implementation and/or any recommendations made by Advisor or Advisor Representatives. Advisor and Advisor Representative shall not be responsible or liable for Client's execution or nonexecution of their recommendations. Advisor shall participate in periodic meetings (in person or virtual) as needed or as reasonably requested by Client to (i) review and discuss the Plan investment structure; (ii) discuss Plan investment performance; (iii) discuss any Plan investment changes; and/or, (iv) discuss any other topics relating to the Plan investments.

3(38) Investment Manager. Advisor shall be appointed by Client as an "investment manager" to the Plan within the meaning of Section 3(38) of ERISA. Advisor shall participate in periodic meetings (in person or virtual) as needed or as reasonably requested by Client to (i) review and discuss the Plan investment structure; (ii) discuss Plan investment performance; (iii) discuss any Plan investment changes; and/or (iv) discuss any other topics relating to the Plan investments.

3(21) Investment Selection and Monitoring of DIAs. Based on the Plan's IPS or other guidelines established by the Plan, Advisor will review the investment options available to the Plan and will make recommendations to assist the Client to select the DIAs to be offered to Plan participants, or investments to be held by the Plan, in case of a trustee-directed plan. Once the Client selects the investments, Advisor will, on a periodic basis and/or upon reasonable request, provide reports, information, and recommendations to assist the Client to monitor the investments. If the IPS criteria requires an investment to be removed, Advisor will provide information, analysis, and recommendations to the Client to help evaluate replacing the investment with another.

3(38) Discretionary Investment Selection, Management and Monitoring of DIAs. Advisor shall perform with full discretionary authority, subject to the Plan's IPS or other guidelines established by the Plan, to select, monitor and replace the Plan's DIAs for Plan participants, or investments to be held by the Plan, in case of a trustee-directed plan. Advisor will, on a periodic basis and/or upon reasonable request, provide reports, information, and recommendations to assist the Client to monitor Advisor's management of the Plan's investments. When necessary, Client shall execute a letter of direction, or other appropriate instruments, to the Plan's Service Providers or other third parties to evidence or otherwise grant Advisor the requisite authority to act on behalf of the Plan and Client.

Qualified Default Investment Alternatives ("QDIA"). Advisor and Client shall discuss the form of the QDIA (e.g., target date funds, model portfolios, managed accounts) for participants that do not direct the investment of their accounts. Once the form is decided by the Client, Advisor shall be responsible for the Plan's QDIA in its capacity of a 3(21) investment advisor or 3(38) investment manager as selected and described in the Agreement and based on the IPS or other investment guidelines established by the Plan. If the QDIA is a model or set of models, they will be made up of the underlying DIAs made available to Plan participants. Client retains sole responsibility to provide all notices to participants as required under ERISA.

Third-Party Advisors and/or Managers. Based on the IPS or other investment guidelines established by the Plan, Advisor shall review third-party investment managers and/or third-party advisors available to the Plan to manage some or all of the Plan's investments and/or prepare model portfolios. Once Advisor selects a third-party manager and/or investment manager to manage or advise some or all of the Plan's investments, Advisor shall complete its responsibilities in the capacity of a 3(21) investment advisor or 3(38) investment manager as selected and described in this Agreement.

Model Portfolios. If Advisor serves as a 3(38) investment manager, it will construct discretionary Model Portfolios and will diversify, reallocate, and rebalance the Model Portfolios and associated risk levels over time in accordance with generally accepted investment theories and in compliance with the Plan's IPS. If Advisor serves as a 3(21) investment advisor, it will recommend, for consideration and approval by Client, (i) asset allocation or target date or risk-based model portfolios for the Plan to make available to Plan participants and (ii) funds from the lineup of investment options chosen by the Client to include in such Model Portfolios.

Investment Policy Statement ("IPS"). Client is responsible for preparing and adopting the IPS. Advisor shall provide suggestions to Client to complete the IPS. Advisor will review with the plan fiduciary the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, Advisor will suggest investment policies and guidelines to assist the plan fiduciary to establish an appropriate IPS. If the Plan has an existing IPS, Advisor will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan, Advisor will suggest revisions that will establish investment policies that are consistent with the Plan's objectives. Advisor will periodically review the IPS and suggest revisions to the Client as Advisor deems necessary.

Non-Discretionary Participant-Level Advice. Advisor will, periodically and upon reasonable request, meet with a Plan participant and collect information (directly from the participant and/or Client or its designee) necessary to complete a participant profile and identify the participant's individual investment objectives, risk tolerance, and time horizon. Based on each participant's profile, Advisor will make recommendations for investing the participant's account with the Plan's DIAs or Models, if available. The Plan participant retains sole discretion over the control and/or investment of his/her account.

Non-Fiduciary Consulting Services

Service Provider Liaison. Advisor shall assist the Client by acting as a liaison to the Service Providers to the Plan, including coordinating with the Service Providers in gathering information or documents for Client, but only under instructions from Client with the understanding that Advisor will not be responsible for ensuring Client or a Service Provider completes any duties or tasks assigned to them.

Plan Governance and Education. Advisor will provide education, training, and/or guidance for the Plan's fiduciaries and/or Plan committee. Such services shall be mutually agreed to by the Parties, which may include investment education (e.g., general financial, investment and retirement information; asset allocation; and interactive investment materials), educating on fiduciary and compliance responsibilities, reviewing objectives and options available through the Plan, reviewing participant education and communication strategies (including 404(c) requirements), reports to monitor the Service Providers, use of spending, forfeiture or other similar accounts, developing and maintaining audit ready fiduciary files, attending periodic meetings with the Plan committee, and analyzing the Plan's investments compared to the benchmarks set by the IPS.

Participant Enrollment. Advisor will assist Client in enrolling eligible participants in the Plan, which may include conducting enrollment and educational meetings about the benefits of participating in the Plan and the impact contributing will have on retirement.

Participant Education. Advisor will provide educational services to participants to assist Client meeting its duties under ERISA 404(c). Such services may include, without providing personalized investment recommendations or advice, (1) in-person or virtual group sessions, (2) printed materials (e.g., posters, payroll stuffers, emails), (3) providing information about the Plan; general financial, investment, and retirement information; asset allocation models; market updates; interactive investment materials; and retirement options for terminated employees, (4) providing education about plan fees and expenses, and (5) helping participants assess their retirement readiness. For the avoidance of doubt regarding investment education, Advisor's services shall be provided in accordance with U.S. Department of Labor (DOL) Interpretative Bulletin 96-1.

Financial Wellness Services. Advisor will provide financial wellness services through interactive software that it licenses to use with participants or refer Client to an affiliated or unaffiliated third party that provides such wellness services. Such services do not involve the provision of personalized investment advice or recommendations. Such services may require Client to enter into a separate agreement with the affiliated or unaffiliated third party and pay a fee for such services in addition to the Fees paid herein. If Client pays for wellness services out of Plan assets, Client understands that only participants of the Plan (and not all of Client's employees) may receive such services.

Plan Search Support/Vendor Analysis. Advisor will assist Client with the preparation, distribution and/or evaluation of requests for proposals or requests for information from current or potential vendors for selection by the Plan, as well as interviewing such potential vendors. Advisor also will assist Client with conversions to the selected vendor. In performing service provider search support services, Advisor acts solely in a non-investment advisory capacity.

Benchmarking Services. Advisor will provide Client with comparisons of Plan data (e.g., regarding fees, services, participant enrollment and contributions) to data from the Plan's prior years and/or a benchmark group of similar plans.

Assistance Identifying Plan Fees. Advisor will assist Client in identifying and monitoring the fees and other costs borne by the Plan for items specified by Client, including investment management, recordkeeping, participant education, participant communication and/or other services provided to the Plan.

Plan Design Consulting (Settlor Expense) (Fees must be paid solely by Client, per ERISA). Advisor will consult with Client about amending an existing Plan, terminating an existing Plan, or creating a new Plan, as Client may reasonably request and in advance of the change. This service is intended to be limited in scope, incidental to the Services otherwise contemplated by this Agreement, and paid for directly by the Client.

Retirement Plan Advisory Agreement

(For use with ERISA plans)

GBS RETIRE

Plan Profile – Summary of Services – Fees

Effective Date 06/13/2025

Plan Profile

* = required information

Name of Plan*			
Midvale City Corporation Retirement Health Savings Plan			
Name of Employer/Plan Sponsor ("Client")*	**Address***		
Midvale City Corporation	7505 S Holden Street		
Employer Tax ID*	**City***	**State***	**Zip***
	Midvale	UT	84047
Plan Tax ID *(if different than Employer ID)*	**Phone Number***	**Email***	
87-6000245	(801) 567-7226	BREINHOLTA@MIDVALE.GOV	

Name of Recordkeeper/Platform Provider[1]*	Plan ID No.
MissionSquare	801505

Advisor Representative(s)*	Comp Code*
Ryan Madsen	TDANCE100

Additional information about Client and the Plan may be added to Exhibit A attached hereto. Such information may be updated by a Party without amending this Agreement pursuant to the notice requirements set forth herein.

Summary of Services

Check all that apply. A description of each service may be found in Exhibit B, attached hereto.

Fiduciary Services

- ☑ 3(21) Investment Advice Capacity *(check all that apply)*
  - ☑ Investment Selection and Monitoring of DIAs[2]
  - ☑ Qualified Default Investment Alternatives
  - ☑ Third-Party Advisors and/or Managers
  - ☐ Model Portfolios
- ☐ 3(38) Investment Manager Capacity *(check all that apply)*
  - ☐ Discretionary Investment Selection, Management and Monitoring of DIAs
  - ☐ Qualified Default Investment Alternatives
  - ☐ Third-Party Advisors and/or Managers
  - ☐ Model Portfolios
- ☑ Investment Policy Statement
- ☑ Non-Discretionary Participant Advice

Clear Services

Non-Fiduciary Consulting Services

- ☑ Service Provider Liaison
- ☑ Plan Governance and Education
- ☑ Participant Enrollment – up to _____ sessions/year
- ☑ Participant Education – up to _____ sessions/year
- ☑ Financial Wellness Services[3]
- ☑ Plan Search Support/Vendor Analysis
- ☑ Benchmarking Services
- ☑ Assistance Identifying Plan Fees
- ☐ Plan Design Consulting[4]

[1] If more than one platform provider, please input the additional providers in the Additional Information section in Exhibit A.
[2] "DIA" means designated investment alternative.
[3] Separate fees may apply.
[4] Please see Fees section on next page.

Clear Page

Fees and Expenses

Check all that apply.

☒ Annual Asset-Based 37.000 bps or Tiered or Breakpoint*	Frequency: ☐ Monthly ☒ Quarterly ☐ Semi-Annually ☐ Annually** Timing: ☐ In advance ☒ In arrears | Billing: ☒ Plan Assets[5] ☐ Client[6]
☐ Annual Flat Fee $ _____	Frequency: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually** Timing: ☐ In advance ☐ In arrears | Billing: ☐ Plan Assets[5] ☐ Client[6]
☐ One-time Project Fee $ _____ ☐ Plan Assets ☐ Client	Please attach a Statement of Work regarding the project.
☐ One-time Transition Fee $ _____ ☐ Plan Assets ☐ Client	Describe services:
☐ Ongoing Project Fees[7] ☐ Education ☐ Enrollment	Education: $ _____ per _____ session | Enrollment: $ _____ per _____ session or Education: $ _____ for _____ sessions | Enrollment: $ _____ for _____ sessions *(Travel expenses not included)*
☐ Settlor Services $_____ /year Settlor fees cannot be paid out of plan assets. See Section 3.a(1) regarding Fees and Expenses permitted to be paid out of plan assets, and those that are not (i.e., settlor expenses).	**For Hybrid Fees,** when fees include a combination of asset-based and flat fees, please complete both the Asset-Based and Flat Fee sections. **For COLA adjustments,** please identify the amount or formula, the frequency and when the adjustment should be made in Additional Comments and Notes below. ****Annual Payments,** Annual payments cannot be paid in advance. Advanced payments may only be made semi-annually or a lesser frequency

Additional Comments and Notes

NAICS #:

https://www.census.gov/naics/

☐ Tiered or ☐ Breakpoint[8]	
Value of Plan Assets	☐ bps or ☐ flat fee
$0 -	
-	
-	
-	
and up	

Clear Page

[5] By checking this box, Client is authorizing and instructing the recordkeeper/platform provider to deduct Fees from Plan Assets. Fees shall be calculated according to the method and valuation as determined by Client's agreement with the recordkeeper/platform provider.

[6] By checking this box, Fees will be billed by Advisor to the Client based on the valuation at the end of the time period, due upon receipt and as specified herein.

[7] Complete this section only if education or enrollment fees will be charged separately.

[8] A "tiered basis" will multiply the stated fee percentage for each separate asset range to the applicable plan assets in the asset range. The products of those calculations will then be added together to calculate the total fee. A "breakpoint basis" will multiply the total plan assets by the stated fee percentage for the highest applicable asset range to calculate the total fee.

Agreement

This RETIREMENT PLAN ADVISORY AGREEMENT ("Agreement") is made by and between Global Retirement Partners, LLC ("Advisor"), through its investment advisor representatives associated with GBS Retire (each an "Advisor Representative"), and the above-referenced client ("Client") regarding the retirement plan identified in the Plan Profile (singularly and collectively, the "Plan"). Advisor and Client shall be individually referred to as a "Party" or collectively, as the "Parties." This Agreement shall be effective as of the Effective Date upon an authorized designated employee of Advisor signing the Agreement.

1. ACKNOWLEDGEMENT AND DISCLOSURES

a. Client acknowledges that sufficiently before this Agreement, it received information from Advisor regarding the Services (as defined below), compensation, fiduciary obligations, and any conflicts of interest to make an informed decision to engage Advisor. The information provided included, but was not limited to, Advisor's Form ADV Part 2 (A and B), Advisor's privacy policy and this Agreement ("Disclosure Documents").

b. Client acknowledges that the Disclosure Documents, including but not limited to Sections 2, 3, 6.a, 6.c, and 10 of this Agreement, satisfy any disclosures required by Applicable Law (as defined below), including Section 408(b)(2) under the Employee Retirement Income Security Act of 1974 ("ERISA").

c. In addition to the Termination section herein, Client acknowledges that this Agreement may be terminated without penalty within five (5) business days after entering into this Agreement.

d. "Applicable Law" includes but is not limited to ERISA; the Internal Revenue Code ("Code"); federal and state securities laws, rules, and regulations (including the Investment Advisers Act of 1940 ("Advisers Act")); and privacy and information security laws governing the use, disclosure, and safeguarding of nonpublic personal information.

2. SERVICES

Advisor, through its Advisor Representatives, agrees to provide the services selected above in the Summary of Services, as more fully described in Exhibit B ("Services"). Advisor shall not provide, nor be deemed to be providing, any services to the Plan or Client other than the Services expressly agreed to in this Agreement. Failure to mark a box is an express indication that Advisor shall not perform such service.

a. Fiduciary Services. For any Fiduciary Services selected by Client, Advisor and Advisor Representative(s) shall each perform the applicable Services as a fiduciary as such term is defined under ERISA and the Advisers Act and shall act solely in the interest of the Plan's participants and beneficiaries in good faith and will act at all times related to the Services hereunder with the care, skill, prudence and diligence under the prevailing circumstances that a prudent person acting in a like capacity and familiar with such matters would use.

b. Non-Fiduciary Services. For any Non-Fiduciary Consulting Services selected by Client, Advisor and Advisor Representatives shall perform the applicable non-fiduciary services solely in a capacity that would not be considered fiduciary under ERISA and the Advisers Act. In addition, Advisor from time-to-time shall provide general educational services about retirement plans for Client and the participants of the Plan.

c. Cooperation. Each Party agrees to cooperate fully in the furtherance of this Agreement. Client shall provide timely and accurate data, documents, and information about the Plan, its participants and beneficiaries, assets, and other relevant information ("Information") and shall cause or authorize the Plan's custodian, recordkeeper, administrator, investment providers and other third parties ("Service Providers") to provide Information to Advisor so that Advisor can perform the Services. Client also authorizes Advisor to obtain Information from Service Providers that Advisor may reasonably require to perform the Services. Such information includes plan and participant data, and Client consents to the use of such information by Advisor in the furtherance of the Services provided herein.

Client agrees that all Information provided to Advisor shall be true, correct, timely, and complete in all material respects. Client acknowledges that Advisor may rely on such Information without verifying its accuracy, nor shall Advisor guarantee the Information that it receives. Client agrees to promptly notify, or cause the Service Providers to notify, Advisor of any changes or errors in the Information, and promptly provide any updated or additional Information as may be reasonably requested by Advisor.

Upon timely written request by Client, Advisor will timely disclose relevant information related to this Agreement which is required under ERISA and applicable regulations.

d. Limitation of Services. Client understands and agrees that in providing the Services:

(1) Service Providers. Advisor will not act, or assume any duties, as the Plan's custodian, trustee, recordkeeper, third-party administrator, or other service providers to the Plan. Client shall be responsible for selecting and paying fees to these Service Providers.

(2) Administration. Advisor will not have any discretionary authority or responsibility over the administration of the Plan or for the interpretation of Plan documents, including but not limited to the determination of eligibility or participation under the Plan, benefit claims, vesting, or the approval of distributions to be made by the Plan.

(3) Valuation. Advisor may rely, without independent verification, upon the valuation of assets as provided by Client or Service Providers. Client acknowledges that any valuation will not be a guarantee of the market value of any asset in the Plan.

(4) Prospectus Delivery and Proxies. Advisor will not have authority or responsibility to deliver prospectuses for the securities held by the Plan, to vote or advise with respect to voting of proxies, or to take any other action related to shareholder rights regarding such securities.

(5) Tax and Legal Advice. Advisor shall not provide legal, accounting or tax advice to Client or the Plan.

(6) Excluded Investments. Advisor shall not advise or recommend as to the following investments or features as part of the Services: employer securities, self-directed brokerage accounts or similar feature and any investments therein, Alternative Investments,[9] investments selected by Client and not by Advisor, or special instructions by Client pertaining to certain investments, or other investments set forth in Exhibit A.

(7) Class Actions. Advisor is not responsible (a) for monitoring whether any class action lawsuits have been filed pertaining to investments in the Plan, or (b) for determining whether the Plan is eligible or should participate in a class action.

[9] "Alternative Investments" means private investments and funds, commodity pools, private equity, venture capital, hedge funds, limited partnerships, non-publicly traded REITs, cryptocurrency, or crypto assets not traded in registered funds or ETFs, or other "alternative" investments. For the avoidance of doubt, collective investment trust funds (CITs) are not Alternative Investments.

(8) Plan Compliance. Advisor shall not be responsible for the Plan's compliance with the Plan's governing documents or Applicable Law, including but not limited to qualification requirements of the Code which may include receipt of a favorable qualification letter, determining or timely transmittal of plan contributions, filing of required government reports, or preparing or delivering notices or communications to the Plan's participants, or for notifying Client that any such notices or communications are required.

3. FEES AND EXPENSES

a. Fees. Client agrees to pay Advisor the fees solely for the Services provided herein, in the manner set forth on page 2 of this Agreement ("Fees"). The Fees do not include fees charged by the Service Providers, investments, insurance contracts, other investment providers, or as described in Exhibit B hereto.

(1) Plan Assets. Client represents that it shall determine and ensure that any Fees paid out of Plan assets are permissible in all respects under the Plan's governing documents and ERISA, and specifically authorizes such payment in accordance with Section 2, at the Advisor's direction. Client agrees that no fees or expenses related to settlor functions, such as decisions relating to formation, design, and termination of the Plan, unless otherwise authorized by ERISA or other Applicable Law, shall be paid out of Plan assets.

(2) Third-Party Payments. If Advisor, an affiliate of Advisor, or a broker-dealer associated with Advisor or Advisor Representative receives compensation directly from an investment or insurance provider in connection with the Plan or Services, such compensation shall be offset against the Fees.

(3) Valuation. In calculating any asset-based Fees, Advisor may rely upon the valuation of assets provided by Client or the Plan's custodian or recordkeeper without independent verification. Unless Advisor agrees otherwise, no adjustments or refunds will be made in respect to any period for (a) appreciation or depreciation in the value of Plan assets during that period, (b) any partial withdrawal of assets from Plan assets during that period, and (c) all Fees shall be based on the total value of the assets in the account without regard to any debit balance.

(4) Accuracy and Errors. Client shall verify the accuracy of all Fees paid under this Agreement. Any miscalculation known to Advisor resulting in overpayment by Client or the Plan will be refunded promptly. Otherwise, Advisor shall have no liability regarding the Fees.

(5) Unpaid Fees. If any Fees remain unpaid after thirty (30) days, Client authorizes custodian or recordkeeper to pay the permissible Fees under Section 3.a(1) directly from Plan assets at the direction of the Advisor.

b. Expenses. In addition to the Fees and other expenses stated herein, Client and/or the Plan agrees to reimburse Advisor for reasonable expenses associated with responding to subpoenas, preparing documents for litigation or regulatory investigations, preparing or providing testimony in litigation or regulatory investigations (including travel or Advisor's attorneys' fees), unless Advisor and/or Advisor Representative is a party to the proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

4. CONFIDENTIALITY AND PRIVACY

Each Party (in such capacity, the "Receiving Party") agrees to keep Confidential Information (as defined below) of the other Party (in such capacity, the "Disclosing Party") in strict confidence and in a manner set forth in the Information Security section of this Agreement.

a. **Confidential Information.** As used in this Agreement, "Confidential Information" means (1) information designated by the Disclosing Party as confidential, (2) information that is reasonably and customarily construed as proprietary or confidential, and (3) information deemed to be "nonpublic personal information," "personally identifiable information," or similar terms as defined under Applicable Law.

b. **Exceptions.** The term Confidential Information does not include any information which (1) is in the public domain through no fault or breach by the Receiving Party in violation of this Agreement, (2) was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances subject to a requirement of confidentiality, or (3) was developed independently of, and without the use of or access to, any Confidential Information exchanged under this Agreement.

c. **Use.** Each Party agrees not to use the other's Confidential Information for any purpose other than for the purposes and furtherance of this Agreement and not to make each other's Confidential Information available to a third-party, except that Confidential Information may be used or disclosed (1) to a Party's officers, directors or employees (and those of its affiliates) who have a business need to know such Confidential Information, (2) to a Party's attorneys, accountants, consultants, agents, independent contractors, Service Providers, subcontractors, or professional advisors who (a) have a business need to know such Confidential Information and (b) are subject to fiduciary, professional or written obligations of confidentiality substantially similar to the obligations set forth herein, (3) for general educational purposes to Client and its participants from time to time, and (4) as agreed to by the Parties for the benefit of the Plan and its participants and beneficiaries. Advisor also may use Confidential Information as described in Advisor's Privacy Policy and to enhance or improve existing services, and to develop new services, in each case under obligations of confidentiality at least as restrictive as those contained herein and in a manner that does not specifically identify any of Client's Confidential Information.

d. **Permitted Disclosure.** The Receiving Party may disclose Confidential Information as required to be disclosed under Applicable Law or pursuant to an order of a court or administrative body; provided, that, with regard to each such disclosure, the Receiving Party will provide the Disclosing Party with prompt notice of such request or order (to the extent permitted by Applicable Law), and shall, at Disclosing Party's option and sole expense, cooperate reasonably with the Disclosing Party in resisting the disclosure of such Confidential Information via a protective order or other appropriate legal action. If such protective order or other remedy is not obtained after commercially reasonable efforts, the Receiving Party, without liability under this Agreement, may furnish that portion of the Confidential Information that it is requested or required to be disclosed. Notwithstanding the foregoing, the Receiving Party is not required to notify the Disclosing Party if disclosure of Confidential Information is made to a regulatory agency, self-regulatory organization, or governmental agency in the course of such authority's routine examinations or inspections not targeted at the Disclosing Party and any such disclosure shall be permitted.

e. **Ownership.** All Confidential Information shall remain the sole and exclusive property of the Disclosing Party. Neither Party shall acquire any intellectual property rights of the other Party. The Parties shall not use each other's names, logos, trademarks, or other intellectual property without the prior written consent of the Party whose name, logo, trademark, or other intellectual property is contemplated for use.

f. **Return of Confidential Information.** Upon written request by the Disclosing Party, the Receiving Party shall: (1) return to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, and/or (2) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party; provided, however, that the Receiving Party is entitled to retain copies of such Confidential Information as it is required to retain pursuant to Applicable Law or internal document retention policies, that are electronically stored or archived in the ordinary course of business, and for defending or maintaining any litigation relating to this Agreement, in each case subject to the confidentiality and non-use obligations set forth herein.

g. **Injunctive Relief.** A Party may seek injunctive relief pursuant to Section 14.b for any breach or threatened breach of this Section 4.

5. INFORMATION SECURITY/DATA COLLECTION

a. **Information Security.** Each Party shall maintain commercially reasonable and effective systems to safeguard against unauthorized access, disclosure, use, destruction, loss, or alteration to Confidential Information, including measures as required by Applicable Law. Each Party must hold Confidential Information to at least the same extent that the Party maintains its own Confidential Information, but no less than a reasonable standard of care or any higher standard of care as required by Applicable Law. Each Party shall provide each other with the information regarding such security safeguards upon the reasonable request of the other Party.

b. **Data Breach Notification.** In the event of an actual data, network, or security breach by a Party that affects the confidentiality of the other Party's Confidential Information, the breached Party will promptly notify the other Party subject to Applicable Law. Each Party agrees that no public statements will be made regarding a data, network or security breach involving client data without prior written approval from the other Party. The breached Party agrees to take reasonable measures to mitigate and notify about the breach pursuant to Applicable Law.

6. REPRESENTATIONS AND WARRANTIES

a. **Mutual.** Each Party represents and warrants that:

(1) It is duly organized, validly existing and in good standing under Applicable Law.

(2) It shall obtain and maintain any authorizations, permits, certifications, licenses, filings, approvals, registrations, or consents from any third party or governmental authority in connection with this Agreement.

(3) It has the full legal authority to enter into this Agreement and to perform its obligations hereunder.

(4) This Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms.

(5) It complies and will comply with Applicable Law in the performance of its obligations hereunder. If an amendment of this Agreement becomes necessary to comply with Applicable Law, it agrees to amend this Agreement as reasonably necessary to comply.

(6) It has had the opportunity to obtain independent accounting, financial, investment, legal, tax or other appropriate advice related to this Agreement; and, it has carefully read and fully understands the terms and consequences of this Agreement.

(7) It understands and agrees that Advisor Representatives are not parties to this Agreement.

(8) It is a fiduciary to the Plan in each's respective capacities.

b. Client. In addition to any other representations and warranties in this Agreement, Client represents and warrants that:

(1) It has the power and authority to appoint Advisor under the terms of the Plan, and to enter contractual arrangements with third parties to assist in the discharge of these and related duties.

(2) It has reviewed and considered the contents of the Agreement and has determined (a) the Services to be authorized by the Plan, consistent with and in the best interest of the Plan and its participants, and necessary for the operation of the Plan, and (b) the Fees are reasonable and appropriate for the Services rendered.

(3) It will take all necessary actions to ensure the requirements for fiduciary relief under ERISA Section 404(c) are satisfied.

(4) It will provide Advisor with copies of the Plan, trust documents, and amendments thereto, pursuant to which the Plan and trust will be administered, as well as copies of any subsequent amendments or restatements of those documents, all of which meet the qualification requirements as a tax-exempt entity pursuant to the Code and regulations thereunder.

(5) The individual signing the Agreement is a "Responsible Plan Fiduciary" as defined under ERISA and/or has been duly appointed by corporate action to sign on behalf of the Client and Plan, and no other signatories are required.

(6) It will operate and administer the Plan in compliance with Applicable Law.

(7) It will promptly notify about and provide Advisor with any amendments to the Plan's governing documents that are reasonably expected to alter or affect Advisor's performance of Services.

(8) It will instruct Advisor if it is the intention of Client not to bear the costs of operating the Plan and desires that the investments within the Plan are to pay, directly or indirectly, amounts to or on behalf of the Plan to cover some or all of the expenses of the Plan.

(9) It will instruct Advisor if it is the intention of Client to give primary consideration to investment options made available by applicable Service Providers or a third party specifically identified by Client.

(10) It understands that past investment performance may not be indicative of future results and there is risk of loss. Different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment, investment strategy, or product (including the investments recommended or selected by Advisor for inclusion in the Plan's menu), will be profitable, meet any corresponding index or historical performance levels, be suitable for any specific participant, or prove successful. Client acknowledges that investment losses can and will occur.

(11) It understands that Advisor will not engage in activity identified in Section 2.d as part of the Services.

(12) Advisor may provide other services to plan participants when the services are independently sought by participants, including recommendations about the advisability of taking distributions from the Plan or investing distributions. These other services will not be part of the Services of this Agreement and will be pursuant to a separate agreement with the participant.

c. **Advisor.** In addition to any other representations and warranties in this Agreement, Advisor represents and warrants that:

(1) It is registered as an investment advisor with the Securities and Exchange Commission and all applicable states as necessary and shall maintain such registration through the term of this Agreement.

(2) All personnel providing Services hereunder shall be appropriately licensed as required by Applicable Law.

(3) No judicial, administrative, or regulatory proceeding, investigation or administrative charge or complaint is pending or threatened, which could result in any material adverse change in its financial condition, operating results, or business or which would reasonably be expected to have a material adverse effect on its ability to perform its obligations hereunder.

(4) It will disclose to Client any material changes to the information regarding the Services, compensation, and conflicts of interest as soon as reasonably practicable, but not later than sixty (60) days from the date on which Advisor acquires knowledge of the material change or as otherwise required by Applicable Law (unless such disclosure is precluded due to extraordinary circumstances beyond Advisor's control, in which case the information will be disclosed as soon as practicable).

(5) If Advisor makes an unintended error or omission in disclosing information to Client, Advisor will disclose the correct information to Client as soon as practicable but not later than thirty (30) days from the date Advisor knows of the error or omission.

(6) It does not receive any direct or indirect compensation from the providers of investment products it recommends, except to the extent those sources are used to pay the compensation due under this Agreement or to cover expenses incurred by Advisor's employees or Advisor Representatives to attend industry and educational events, as well as to learn about the provider's products and to host client events. As a result, the only compensation Advisor receives for its provision of Services under this Agreement are the fees specified herein.

7. INDEMNIFICATION

a. **Advisor.** Advisor shall indemnify, defend, and hold harmless Client, its directors, employees, representatives, and the Plan from and against any and all third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to Advisor's (1) material breach of this Agreement, (2) breach of its fiduciary duty to the Plan, participants and beneficiaries, or (3) gross negligence, or intentional misconduct; provided that, in any case, such indemnification shall not apply in the case of (a) Client's or the Plan's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement or (b) any general market decline, investment losses directly resulting from Client's failure to follow Advisor's investment advice, or Client's decision to use plan revenue sharing to pay plan expenses.

b. **Client.** Client (and to the extent permitted by Applicable Law, the Plan) shall indemnify, defend, and hold harmless Advisor, its directors, employees, representatives, and Advisor Representatives from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to (1) Client's material breach of this Agreement, breach of fiduciary duty, gross negligence, or intentional misconduct, (2) claims related to this Agreement that are made by Client's employees or Plan participants, or (3) any acts or omissions by another Plan fiduciary or Service Provider; provided that, such indemnification shall not apply in the case of Advisor's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement.

c. **Notice and Procedure.** An indemnified party seeking indemnification will promptly notify the indemnifying party of any claim for indemnification and allow the indemnifying party to control the defense of such claim; provided, however, that the failure to provide timely notice will not relieve the indemnifying party from any liability hereunder except to the extent such failure materially prejudices the indemnifying party's rights. The indemnifying party may not settle any claim (1) that involves a remedy other than the payment of money by the indemnifying party without the indemnified party's reasonable written consent; and (2) no such compromise or settlement is hereby authorized unless the indemnified party obtains a complete release of liability under such compromise or settlement. In the event the indemnifying party fails to promptly assume the defense of the claim or to promptly and reasonably conduct the defense, the indemnified party will have the right to control the defense of the claim, at the sole cost and expense of the indemnifying party.

8. LIMITS OF LIABILITY

IF PERMITTED BY APPLICABLE STATE OR FEDERAL LAW, NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY, NOR ITS EMPLOYEES, AFFILIATES OR AGENTS (INCLUDING ADVISOR REPRESENTATIVES) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. Advisor will not be responsible or liable for the acts, failures to act, or omissions by Client, its employees or agents, any other fiduciary of the Plan, current or former Service Providers, or any participant under the Plan.

9. NON-EXCLUSIVITY

Client understands that Advisor may perform services similar to the Services for other clients. Client recognizes that Advisor may give advice and take action in the performance of its duties for other clients (including those who may have similar retirement plan arrangements as Client) that may differ from the advice given, or in the timing and nature of action taken, with respect to the Plan or Client. Advisor has no obligation to advise Client in the same manner as it may advise any of its other clients.

10. TERM AND TERMINATION.

a. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated under the terms of this Agreement.

b. **Termination.** Either Party may terminate this Agreement: (1) upon thirty (30) days written notice to the other Party, (2) immediately upon a material breach (including unpaid Fees), which breach remains uncured for a period of thirty (30) days following notice thereof given by the non-breaching party, or (3) immediately when a Party files bankruptcy or receivership or is declared to be insolvent; a Party has its corporate authority revoked or has necessary licenses withdrawn, suspended or revoked by a regulatory authority; a legally enforceable and binding notice from a regulatory authority requiring a party to terminate the Agreement; or, upon the advice of counsel, continuation of this Agreement would violate Applicable Law.

c. **Fees Obligations.** If Fees are paid in arrears, Advisor shall be entitled to its pro rata fees through the date of termination. If fees are paid in advance, any unearned fees will be returned.

d. **Services.** Except as set forth herein or as agreed to by the Parties, all Services shall cease on the date this Agreement is terminated.

e. **Pending Transactions.** Termination shall not affect the liabilities or obligations of the Parties arising from transactions initiated before the date of termination, and such liabilities and obligations shall survive the termination of this Agreement until such time they have been performed.

f. **Reasonable Assistance.** Upon termination of this Agreement, Advisor agrees to provide reasonable assistance to Client in Client's transition to a new advisor.

g. **Survival.** The following Sections shall survive termination of this Agreement: 3 – 10 and 14.

11. RESERVED

12. SUBCONTRACTORS

Advisor may engage third parties as subcontractors in the furtherance of Advisor performing the Services; provided that Advisor will oversee and be responsible for any subcontractor, and any agreement entered into between Advisor and a subcontractor is consistent with the terms of this Agreement and includes a confidentiality provision and an information security provision that is at least as restrictive as Sections 4 and 5 of this Agreement.

13. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that this Agreement may be executed by electronic or digital signature. Client consents to receive communications, disclosures and notices in electronic format, and such consent shall continue until revoked. Client also authorizes Advisor to deliver documents and communicate with the Plan and its participants or beneficiaries using electronic means, including email and posting to a website. Client, and not Advisor, is responsible for determining whether the use of such electronic communication complies with Applicable Law.

14. DISPUTE RESOLUTION

a. **Arbitration.** In the event of any dispute arising out of or relating to this Agreement, the Parties agree first to attempt in good faith to resolve the dispute through negotiations between persons designated by each Party. If the matter is not resolved within ten (10) business days of receipt of a written request to negotiate by one Party from the other Party, then any claim or controversy arising out of or relating to this Agreement shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The Parties hereby agree that judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction.

b. **Injunctive Relief.** Notwithstanding Section 14.a, each Party acknowledges that nothing in this Agreement shall preclude either Party from seeking equitable relief, including but not limited to temporary and/or permanent injunctive relief, for any breaches of the Agreement where the non-breaching party may suffer irreparable harm and damages cannot be calculated and would be an inadequate remedy. Each party hereby waives any requirement for the posting of a bond or any other security in connection therewith.

c. **Waiver of Jury Trial.** Notwithstanding Section 14.a, if a dispute cannot be arbitrated and must be resolved in court, the PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO REQUEST A JURY TRIAL, TO THE FULLEST EXTENT PERMITTED BY LAW, AND ANY SUCH LITIGATION SHALL BE TRIED BY THE JUDGE SITTING AS THE FINDER OF FACT AS WELL AS THE JUDGE OF THE APPLICABLE LAW.

d. **Costs and Attorneys' Fees.** For any proceeding, claim or cause of action brought by a Party, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, the reasonable legal and other related costs and expenses incurred by such party, including without limitation reasonable attorneys' fees.

15. MISCELLANEOUS

a. **Independent Contractor.** The Parties are independent contractors of each other. Nothing in this Agreement shall create or be deemed to create a relationship of employer/employee, principal/agent, joint venture, partnership, franchise, or other legal relationship.

b. **Governing Law.** Unless preempted by federal law (including ERISA, the Advisers Act, and the Federal Arbitration Act), the validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Utah, without reference to its conflicts of law provisions.

c. **Entire Agreement; Binding Effect.** This Agreement, including, any exhibits, schedules, incorporations by reference, amendments and addenda, contains all of the understandings and representations between the Parties pertaining to the subject matter hereof and supersedes all previous and contemporaneous understandings, agreements, representations, warranties and communications, whether oral, written or otherwise communicated with respect to such subject matter. All provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

d. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect or for any reason, including a provision inconsistent with a current or future law or regulation, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provisions of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the intent of the invalid or unenforceable provision.

e. **Amendment.** Advisor may amend this Agreement pursuant to the procedures set forth in Section 15.g. No other amendments of this Agreement shall be valid unless in writing and signed by both Parties.

f. **Assignment.** Neither Party may assign or delegate this Agreement without the written consent of the other Party; provided, however, subject to Applicable Law, that in the event of a change of control or ownership of Advisor that would result in an "assignment" of this Agreement under the Advisers Act, Adviser may assign this Agreement pursuant to the procedures set forth in Section 15.g. Upon the completion of a permitted assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

g. **Procedures for Negative Consent for Certain Amendments and Assignments.** Advisor may amend the Agreement pursuant to Section 15.e or assign pursuant to Section 15.f by giving Client at least sixty (60) days' advance written notice of the terms of the assignment or amendment. Notice shall be given in a manner set forth in Section 15.j. The notice will (1) explain the terms of the amendment or assignment, (2) fully disclose any resulting changes in the Parties because of the amendment or assignment, (3) identify the effective date of the amendment or assignment, (4) explain the other Party's rights to object to and reject the amendment or assignment, and, if applicable, to terminate the Agreement and the consequences thereof, and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the amendment or assignment before the date on which it becomes effective, Client will be deemed to have consented to the amendment or assignment. If Client rejects the amendment or assignment, Advisor will not be authorized to amend or assign this Agreement and will have authority to terminate this Agreement under Section 10.

h. Waivers or Limitations.

(1) Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client or the Plan or any other party may have under Applicable Law.

(2) The failure of a Party to insist upon the strict performance of any of the terms and provisions of this Agreement, or the waiver by a Party or any breach or default of any of the terms and provisions of this Agreement, shall not be construed as a waiver by either Party to thereafter insist on strict performance or as a waiver of any subsequent breach or default, even if the subsequent breach or default is the same as or similar to the breach of default previously waived. No waiver by either Party shall be enforceable unless in writing and signed by the Parties.

i. Force Majeure. Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises directly or indirectly by reason of any cause beyond the reasonable control of such Party, including without limitation, an act of God; war; conflict; insurrection or terrorist attack(s); strikes or labor disputes; pandemic or epidemic; failure of communication lines, telephone, internet, systems or other utilities services; theft; material changes to laws, regulations, or rulings; adverse weather, power failures or events of nature; or other causes beyond the reasonable control of a Party (a "Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress or the inability of a Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.

j. Notice. All notices required by this Agreement shall be in writing and either delivered by (a) registered or certified U.S. Mail, return receipt requested and postage prepaid, (b) a nationally recognized overnight courier service, or (c) email, and shall be effective on the date of acknowledgement (by non-automated means) if delivered by email or on the date of posting if delivered by courier service or mailed. Notices shall be delivered to:

Client
The address indicated in the Plan Profile

Advisor
Global Retirement Partners, LLC
Attn: Chief Compliance Officer
4340 Redwood Highway, Suite B60
San Rafael, CA 94903

k. Third-Party Beneficiary. This Agreement shall not be construed as granting any rights or benefits to third parties, including by way of example and not limitation, participants of the Plan, independent contractors, consultants, or other agents of the Parties, unless required by Applicable Law.

l. Headings. All captions, headings and subheadings are for ease of reference only and in no way will be understood as interpreting, decreasing, or enlarging the provisions of this Agreement.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all taken together will constitute one and the same instrument.

Signature page follows

The Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

GLOBAL RETIREMENT PARTNERS, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

ADVISOR REPRESENTATIVE ACKNOWLEDGEMENT

By signing below, the below named Advisor Representative confirms the Services to be provided under this Agreement. Advisor Representative only confirms the Services and is not considered a party to this Agreement.

By: _____

Name: _____

Date: _____

Exhibit A – Additional Information about the Client and Plan

Additional Client Profile Information

* = required information

Mailing address (if different)		
City	State	Zip

Billing Contact*	Billing Phone*	Billing Email*
Rori Andreason	(801) 567-7207	randreason@midvaleut.gov

Additional Plan Profile Information

Plan Type		Participant or Trustee Directed
☐ 401(k)	☐ Defined Benefit Plan	■ Participant Directed
☐ Profit Sharing Plan	■ Other	☐ Trustee Directed
☐ 403(b)	RHS	☐ Both (explain)

Promoter Information (if applicable)
Promoter Name: N/A

Plan Assets Excluded from Services
N/A

Clear Page

Exhibit B

Fiduciary Services

3(21) Investment Advice. Advisor shall be appointed by Client as an Investment Advisor to the Plan within the meaning of Section 3(21) of ERISA. As such, Advisor shall provide advice to Client regarding the Plan; however, Client shall retain full authority or control over assets of the Plan and is responsible for all decisions regarding advice provided by Advisor, including, but not limited to, decisions relating to implementation and/or any recommendations made by Advisor or Advisor Representatives. Advisor and Advisor Representative shall not be responsible or liable for Client's execution or nonexecution of their recommendations. Advisor shall participate in periodic meetings (in person or virtual) as needed or as reasonably requested by Client to (i) review and discuss the Plan investment structure; (ii) discuss Plan investment performance; (iii) discuss any Plan investment changes; and/or, (iv) discuss any other topics relating to the Plan investments.

3(38) Investment Manager. Advisor shall be appointed by Client as an "investment manager" to the Plan within the meaning of Section 3(38) of ERISA. Advisor shall participate in periodic meetings (in person or virtual) as needed or as reasonably requested by Client to (i) review and discuss the Plan investment structure; (ii) discuss Plan investment performance; (iii) discuss any Plan investment changes; and/or (iv) discuss any other topics relating to the Plan investments.

3(21) Investment Selection and Monitoring of DIAs. Based on the Plan's IPS or other guidelines established by the Plan, Advisor will review the investment options available to the Plan and will make recommendations to assist the Client to select the DIAs to be offered to Plan participants, or investments to be held by the Plan, in case of a trustee-directed plan. Once the Client selects the investments, Advisor will, on a periodic basis and/or upon reasonable request, provide reports, information, and recommendations to assist the Client to monitor the investments. If the IPS criteria requires an investment to be removed, Advisor will provide information, analysis, and recommendations to the Client to help evaluate replacing the investment with another.

3(38) Discretionary Investment Selection, Management and Monitoring of DIAs. Advisor shall perform with full discretionary authority, subject to the Plan's IPS or other guidelines established by the Plan, to select, monitor and replace the Plan's DIAs for Plan participants, or investments to be held by the Plan, in case of a trustee-directed plan. Advisor will, on a periodic basis and/or upon reasonable request, provide reports, information, and recommendations to assist the Client to monitor Advisor's management of the Plan's investments. When necessary, Client shall execute a letter of direction, or other appropriate instruments, to the Plan's Service Providers or other third parties to evidence or otherwise grant Advisor the requisite authority to act on behalf of the Plan and Client.

Qualified Default Investment Alternatives ("QDIA"). Advisor and Client shall discuss the form of the QDIA (e.g., target date funds, model portfolios, managed accounts) for participants that do not direct the investment of their accounts. Once the form is decided by the Client, Advisor shall be responsible for the Plan's QDIA in its capacity of a 3(21) investment advisor or 3(38) investment manager as selected and described in the Agreement and based on the IPS or other investment guidelines established by the Plan. If the QDIA is a model or set of models, they will be made up of the underlying DIAs made available to Plan participants. Client retains sole responsibility to provide all notices to participants as required under ERISA.

Third-Party Advisors and/or Managers. Based on the IPS or other investment guidelines established by the Plan, Advisor shall review third-party investment managers and/or third-party advisors available to the Plan to manage some or all of the Plan's investments and/or prepare model portfolios. Once Advisor selects a third-party manager and/or investment manager to manage or advise some or all of the Plan's investments, Advisor shall complete its responsibilities in the capacity of a 3(21) investment advisor or 3(38) investment manager as selected and described in this Agreement.

Model Portfolios. If Advisor serves as a 3(38) investment manager, it will construct discretionary Model Portfolios and will diversify, reallocate, and rebalance the Model Portfolios and associated risk levels over time in accordance with generally accepted investment theories and in compliance with the Plan's IPS. If Advisor serves as a 3(21) investment advisor, it will recommend, for consideration and approval by Client, (i) asset allocation or target date or risk-based model portfolios for the Plan to make available to Plan participants and (ii) funds from the lineup of investment options chosen by the Client to include in such Model Portfolios.

Investment Policy Statement ("IPS"). Client is responsible for preparing and adopting the IPS. Advisor shall provide suggestions to Client to complete the IPS. Advisor will review with the plan fiduciary the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, Advisor will suggest investment policies and guidelines to assist the plan fiduciary to establish an appropriate IPS. If the Plan has an existing IPS, Advisor will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan, Advisor will suggest revisions that will establish investment policies that are consistent with the Plan's objectives. Advisor will periodically review the IPS and suggest revisions to the Client as Advisor deems necessary.

Non-Discretionary Participant-Level Advice. Advisor will, periodically and upon reasonable request, meet with a Plan participant and collect information (directly from the participant and/or Client or its designee) necessary to complete a participant profile and identify the participant's individual investment objectives, risk tolerance, and time horizon. Based on each participant's profile, Advisor will make recommendations for investing the participant's account with the Plan's DIAs or Models, if available. The Plan participant retains sole discretion over the control and/or investment of his/her account.

Non-Fiduciary Consulting Services

Service Provider Liaison. Advisor shall assist the Client by acting as a liaison to the Service Providers to the Plan, including coordinating with the Service Providers in gathering information or documents for Client, but only under instructions from Client with the understanding that Advisor will not be responsible for ensuring Client or a Service Provider completes any duties or tasks assigned to them.

Plan Governance and Education. Advisor will provide education, training, and/or guidance for the Plan's fiduciaries and/or Plan committee. Such services shall be mutually agreed to by the Parties, which may include investment education (e.g., general financial, investment and retirement information; asset allocation; and interactive investment materials), educating on fiduciary and compliance responsibilities, reviewing objectives and options available through the Plan, reviewing participant education and communication strategies (including 404(c) requirements), reports to monitor the Service Providers, use of spending, forfeiture or other similar accounts, developing and maintaining audit ready fiduciary files, attending periodic meetings with the Plan committee, and analyzing the Plan's investments compared to the benchmarks set by the IPS.

Participant Enrollment. Advisor will assist Client in enrolling eligible participants in the Plan, which may include conducting enrollment and educational meetings about the benefits of participating in the Plan and the impact contributing will have on retirement.

Participant Education. Advisor will provide educational services to participants to assist Client meeting its duties under ERISA 404(c). Such services may include, without providing personalized investment recommendations or advice, (1) in-person or virtual group sessions, (2) printed materials (e.g., posters, payroll stuffers, emails), (3) providing information about the Plan; general financial, investment, and retirement information; asset allocation models; market updates; interactive investment materials; and retirement options for terminated employees, (4) providing education about plan fees and expenses, and (5) helping participants assess their retirement readiness. For the avoidance of doubt regarding investment education, Advisor's services shall be provided in accordance with U.S. Department of Labor (DOL) Interpretative Bulletin 96-1.

Financial Wellness Services. Advisor will provide financial wellness services through interactive software that it licenses to use with participants or refer Client to an affiliated or unaffiliated third party that provides such wellness services. Such services do not involve the provision of personalized investment advice or recommendations. Such services may require Client to enter into a separate agreement with the affiliated or unaffiliated third party and pay a fee for such services in addition to the Fees paid herein. If Client pays for wellness services out of Plan assets, Client understands that only participants of the Plan (and not all of Client's employees) may receive such services.

Plan Search Support/Vendor Analysis. Advisor will assist Client with the preparation, distribution and/or evaluation of requests for proposals or requests for information from current or potential vendors for selection by the Plan, as well as interviewing such potential vendors. Advisor also will assist Client with conversions to the selected vendor. In performing service provider search support services, Advisor acts solely in a non-investment advisory capacity.

Benchmarking Services. Advisor will provide Client with comparisons of Plan data (e.g., regarding fees, services, participant enrollment and contributions) to data from the Plan's prior years and/or a benchmark group of similar plans.

Assistance Identifying Plan Fees. Advisor will assist Client in identifying and monitoring the fees and other costs borne by the Plan for items specified by Client, including investment management, recordkeeping, participant education, participant communication and/or other services provided to the Plan.

Plan Design Consulting (Settlor Expense) (Fees must be paid solely by Client, per ERISA). Advisor will consult with Client about amending an existing Plan, terminating an existing Plan, or creating a new Plan, as Client may reasonably request and in advance of the change. This service is intended to be limited in scope, incidental to the Services otherwise contemplated by this Agreement, and paid for directly by the Client.

Retirement Plan Advisory Agreement

(For use with ERISA plans)

GBS RETIRE

Plan Profile – Summary of Services – Fees

Effective Date 06/13/2025

Plan Profile

* = required information

Name of Plan*			
Midvale City Corporation 401(a) Plan			
Name of Employer/Plan Sponsor ("Client")*	**Address***		
Midvale City Corporation	7505 S Holden Street		
Employer Tax ID*	**City***	**State***	**Zip***
	Midvale	UT	84047
Plan Tax ID *(if different than Employer ID)*	**Phone Number***	**Email***	
87-6000245	(801) 567-7226	BREINHOLTA@MIDVALE.GOV	
Name of Recordkeeper/Platform Provider[1]*		**Plan ID No.**	
MissionSquare		108748	

Advisor Representative(s)*	Comp Code*
Ryan Madsen	TDANCE100

Additional information about Client and the Plan may be added to Exhibit A attached hereto. Such information may be updated by a Party without amending this Agreement pursuant to the notice requirements set forth herein.

Summary of Services

Check all that apply. A description of each service may be found in Exhibit B, attached hereto.

Fiduciary Services

- ☐ 3(21) Investment Advice Capacity *(check all that apply)*
  - ☐ Investment Selection and Monitoring of DIAs[2]
  - ☐ Qualified Default Investment Alternatives
  - ☐ Third-Party Advisors and/or Managers
  - ☐ Model Portfolios
- ☐ 3(38) Investment Manager Capacity *(check all that apply)*
  - ☐ Discretionary Investment Selection, Management and Monitoring of DIAs
  - ☐ Qualified Default Investment Alternatives
  - ☐ Third-Party Advisors and/or Managers
  - ☐ Model Portfolios
- ☐ Investment Policy Statement
- ☐ Non-Discretionary Participant Advice

Clear Services

Non-Fiduciary Consulting Services

- ☐ Service Provider Liaison
- ☐ Plan Governance and Education
- ☐ Participant Enrollment – up to 2 sessions/year
- ☐ Participant Education – up to 2 sessions/year
- ☐ Financial Wellness Services[3]
- ☐ Plan Search Support/Vendor Analysis
- ☐ Benchmarking Services
- ☐ Assistance Identifying Plan Fees
- ☐ Plan Design Consulting[4]

[1] If more than one platform provider, please input the additional providers in the Additional Information section in Exhibit A.
[2] "DIA" means designated investment alternative.
[3] Separate fees may apply.
[4] Please see Fees section on next page.

Clear Page

Fees and Expenses

Check all that apply.

☒ Annual Asset-Based 37.000 bps or Tiered or Breakpoint*	Frequency: ☐ Monthly ☒ Quarterly ☐ Semi-Annually ☐ Annually** Timing: ☐ In advance ☒ In arrears | Billing: ☒ Plan Assets[5] ☐ Client[6]
☐ Annual Flat Fee $ _____	Frequency: ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually** Timing: ☐ In advance ☐ In arrears | Billing: ☐ Plan Assets[5] ☐ Client[6]
☐ One-time Project Fee $ _____ ☐ Plan Assets ☐ Client	Please attach a Statement of Work regarding the project.
☐ One-time Transition Fee $ _____ ☐ Plan Assets ☐ Client	Describe services:
☐ Ongoing Project Fees[7] ☐ Education ☐ Enrollment	Education: $ _____ per _____ session | Enrollment: $ _____ per _____ session or Education: $ _____ for _____ sessions | Enrollment: $ _____ for _____ sessions *(Travel expenses not included)*
☐ Settlor Services $_____ /year Settlor fees cannot be paid out of plan assets. See Section 3.a(1) regarding Fees and Expenses permitted to be paid out of plan assets, and those that are not (i.e., settlor expenses).	**For Hybrid Fees,** when fees include a combination of asset-based and flat fees, please complete both the Asset-Based and Flat Fee sections. **For COLA adjustments,** please identify the amount or formula, the frequency and when the adjustment should be made in Additional Comments and Notes below. ****Annual Payments,** Annual payments cannot be paid in advance. Advanced payments may only be made semi-annually or a lesser frequency

Additional Comments and Notes

NAICS #:

https://www.census.gov/naics/

☐ Tiered or ☐ Breakpoint[8]	
Value of Plan Assets	☐ bps or ☐ flat fee
$0 -	
-	
-	
-	
and up	

Clear Page

[5] By checking this box, Client is authorizing and instructing the recordkeeper/platform provider to deduct Fees from Plan Assets. Fees shall be calculated according to the method and valuation as determined by Client's agreement with the recordkeeper/platform provider.

[6] By checking this box, Fees will be billed by Advisor to the Client based on the valuation at the end of the time period, due upon receipt and as specified herein.

[7] Complete this section only if education or enrollment fees will be charged separately.

[8] A "tiered basis" will multiply the stated fee percentage for each separate asset range to the applicable plan assets in the asset range. The products of those calculations will then be added together to calculate the total fee. A "breakpoint basis" will multiply the total plan assets by the stated fee percentage for the highest applicable asset range to calculate the total fee.

Agreement

This RETIREMENT PLAN ADVISORY AGREEMENT ("Agreement") is made by and between Global Retirement Partners, LLC ("Advisor"), through its investment advisor representatives associated with GBS Retire (each an "Advisor Representative"), and the above-referenced client ("Client") regarding the retirement plan identified in the Plan Profile (singularly and collectively, the "Plan"). Advisor and Client shall be individually referred to as a "Party" or collectively, as the "Parties." This Agreement shall be effective as of the Effective Date upon an authorized designated employee of Advisor signing the Agreement.

1. ACKNOWLEDGEMENT AND DISCLOSURES

a. Client acknowledges that sufficiently before this Agreement, it received information from Advisor regarding the Services (as defined below), compensation, fiduciary obligations, and any conflicts of interest to make an informed decision to engage Advisor. The information provided included, but was not limited to, Advisor's Form ADV Part 2 (A and B), Advisor's privacy policy and this Agreement ("Disclosure Documents").

b. Client acknowledges that the Disclosure Documents, including but not limited to Sections 2, 3, 6.a, 6.c, and 10 of this Agreement, satisfy any disclosures required by Applicable Law (as defined below), including Section 408(b)(2) under the Employee Retirement Income Security Act of 1974 ("ERISA").

c. In addition to the Termination section herein, Client acknowledges that this Agreement may be terminated without penalty within five (5) business days after entering into this Agreement.

d. "Applicable Law" includes but is not limited to ERISA; the Internal Revenue Code ("Code"); federal and state securities laws, rules, and regulations (including the Investment Advisers Act of 1940 ("Advisers Act")); and privacy and information security laws governing the use, disclosure, and safeguarding of nonpublic personal information.

2. SERVICES

Advisor, through its Advisor Representatives, agrees to provide the services selected above in the Summary of Services, as more fully described in Exhibit B ("Services"). Advisor shall not provide, nor be deemed to be providing, any services to the Plan or Client other than the Services expressly agreed to in this Agreement. Failure to mark a box is an express indication that Advisor shall not perform such service.

a. Fiduciary Services. For any Fiduciary Services selected by Client, Advisor and Advisor Representative(s) shall each perform the applicable Services as a fiduciary as such term is defined under ERISA and the Advisers Act and shall act solely in the interest of the Plan's participants and beneficiaries in good faith and will act at all times related to the Services hereunder with the care, skill, prudence and diligence under the prevailing circumstances that a prudent person acting in a like capacity and familiar with such matters would use.

b. Non-Fiduciary Services. For any Non-Fiduciary Consulting Services selected by Client, Advisor and Advisor Representatives shall perform the applicable non-fiduciary services solely in a capacity that would not be considered fiduciary under ERISA and the Advisers Act. In addition, Advisor from time-to-time shall provide general educational services about retirement plans for Client and the participants of the Plan.

c. Cooperation. Each Party agrees to cooperate fully in the furtherance of this Agreement. Client shall provide timely and accurate data, documents, and information about the Plan, its participants and beneficiaries, assets, and other relevant information ("Information") and shall cause or authorize the Plan's custodian, recordkeeper, administrator, investment providers and other third parties ("Service Providers") to provide Information to Advisor so that Advisor can perform the Services. Client also authorizes Advisor to obtain Information from Service Providers that Advisor may reasonably require to perform the Services. Such information includes plan and participant data, and Client consents to the use of such information by Advisor in the furtherance of the Services provided herein.

Client agrees that all Information provided to Advisor shall be true, correct, timely, and complete in all material respects. Client acknowledges that Advisor may rely on such Information without verifying its accuracy, nor shall Advisor guarantee the Information that it receives. Client agrees to promptly notify, or cause the Service Providers to notify, Advisor of any changes or errors in the Information, and promptly provide any updated or additional Information as may be reasonably requested by Advisor.

Upon timely written request by Client, Advisor will timely disclose relevant information related to this Agreement which is required under ERISA and applicable regulations.

d. Limitation of Services. Client understands and agrees that in providing the Services:

(1) Service Providers. Advisor will not act, or assume any duties, as the Plan's custodian, trustee, recordkeeper, third-party administrator, or other service providers to the Plan. Client shall be responsible for selecting and paying fees to these Service Providers.

(2) Administration. Advisor will not have any discretionary authority or responsibility over the administration of the Plan or for the interpretation of Plan documents, including but not limited to the determination of eligibility or participation under the Plan, benefit claims, vesting, or the approval of distributions to be made by the Plan.

(3) Valuation. Advisor may rely, without independent verification, upon the valuation of assets as provided by Client or Service Providers. Client acknowledges that any valuation will not be a guarantee of the market value of any asset in the Plan.

(4) Prospectus Delivery and Proxies. Advisor will not have authority or responsibility to deliver prospectuses for the securities held by the Plan, to vote or advise with respect to voting of proxies, or to take any other action related to shareholder rights regarding such securities.

(5) Tax and Legal Advice. Advisor shall not provide legal, accounting or tax advice to Client or the Plan.

(6) Excluded Investments. Advisor shall not advise or recommend as to the following investments or features as part of the Services: employer securities, self-directed brokerage accounts or similar feature and any investments therein, Alternative Investments,[9] investments selected by Client and not by Advisor, or special instructions by Client pertaining to certain investments, or other investments set forth in Exhibit A.

(7) Class Actions. Advisor is not responsible (a) for monitoring whether any class action lawsuits have been filed pertaining to investments in the Plan, or (b) for determining whether the Plan is eligible or should participate in a class action.

[9] "Alternative Investments" means private investments and funds, commodity pools, private equity, venture capital, hedge funds, limited partnerships, non-publicly traded REITs, cryptocurrency, or crypto assets not traded in registered funds or ETFs, or other "alternative" investments. For the avoidance of doubt, collective investment trust funds (CITs) are not Alternative Investments.

(8) Plan Compliance. Advisor shall not be responsible for the Plan's compliance with the Plan's governing documents or Applicable Law, including but not limited to qualification requirements of the Code which may include receipt of a favorable qualification letter, determining or timely transmittal of plan contributions, filing of required government reports, or preparing or delivering notices or communications to the Plan's participants, or for notifying Client that any such notices or communications are required.

3. FEES AND EXPENSES

a. Fees. Client agrees to pay Advisor the fees solely for the Services provided herein, in the manner set forth on page 2 of this Agreement ("Fees"). The Fees do not include fees charged by the Service Providers, investments, insurance contracts, other investment providers, or as described in Exhibit B hereto.

(1) Plan Assets. Client represents that it shall determine and ensure that any Fees paid out of Plan assets are permissible in all respects under the Plan's governing documents and ERISA, and specifically authorizes such payment in accordance with Section 2, at the Advisor's direction. Client agrees that no fees or expenses related to settlor functions, such as decisions relating to formation, design, and termination of the Plan, unless otherwise authorized by ERISA or other Applicable Law, shall be paid out of Plan assets.

(2) Third-Party Payments. If Advisor, an affiliate of Advisor, or a broker-dealer associated with Advisor or Advisor Representative receives compensation directly from an investment or insurance provider in connection with the Plan or Services, such compensation shall be offset against the Fees.

(3) Valuation. In calculating any asset-based Fees, Advisor may rely upon the valuation of assets provided by Client or the Plan's custodian or recordkeeper without independent verification. Unless Advisor agrees otherwise, no adjustments or refunds will be made in respect to any period for (a) appreciation or depreciation in the value of Plan assets during that period, (b) any partial withdrawal of assets from Plan assets during that period, and (c) all Fees shall be based on the total value of the assets in the account without regard to any debit balance.

(4) Accuracy and Errors. Client shall verify the accuracy of all Fees paid under this Agreement. Any miscalculation known to Advisor resulting in overpayment by Client or the Plan will be refunded promptly. Otherwise, Advisor shall have no liability regarding the Fees.

(5) Unpaid Fees. If any Fees remain unpaid after thirty (30) days, Client authorizes custodian or recordkeeper to pay the permissible Fees under Section 3.a(1) directly from Plan assets at the direction of the Advisor.

b. Expenses. In addition to the Fees and other expenses stated herein, Client and/or the Plan agrees to reimburse Advisor for reasonable expenses associated with responding to subpoenas, preparing documents for litigation or regulatory investigations, preparing or providing testimony in litigation or regulatory investigations (including travel or Advisor's attorneys' fees), unless Advisor and/or Advisor Representative is a party to the proceeding and is found to have engaged in intentional misconduct, gross negligence or breach of fiduciary duty.

4. CONFIDENTIALITY AND PRIVACY

Each Party (in such capacity, the "Receiving Party") agrees to keep Confidential Information (as defined below) of the other Party (in such capacity, the "Disclosing Party") in strict confidence and in a manner set forth in the Information Security section of this Agreement.

a. **Confidential Information.** As used in this Agreement, "Confidential Information" means (1) information designated by the Disclosing Party as confidential, (2) information that is reasonably and customarily construed as proprietary or confidential, and (3) information deemed to be "nonpublic personal information," "personally identifiable information," or similar terms as defined under Applicable Law.

b. **Exceptions.** The term Confidential Information does not include any information which (1) is in the public domain through no fault or breach by the Receiving Party in violation of this Agreement, (2) was known by the Receiving Party prior to its disclosure by the Disclosing Party and was not obtained in such circumstances subject to a requirement of confidentiality, or (3) was developed independently of, and without the use of or access to, any Confidential Information exchanged under this Agreement.

c. **Use.** Each Party agrees not to use the other's Confidential Information for any purpose other than for the purposes and furtherance of this Agreement and not to make each other's Confidential Information available to a third-party, except that Confidential Information may be used or disclosed (1) to a Party's officers, directors or employees (and those of its affiliates) who have a business need to know such Confidential Information, (2) to a Party's attorneys, accountants, consultants, agents, independent contractors, Service Providers, subcontractors, or professional advisors who (a) have a business need to know such Confidential Information and (b) are subject to fiduciary, professional or written obligations of confidentiality substantially similar to the obligations set forth herein, (3) for general educational purposes to Client and its participants from time to time, and (4) as agreed to by the Parties for the benefit of the Plan and its participants and beneficiaries. Advisor also may use Confidential Information as described in Advisor's Privacy Policy and to enhance or improve existing services, and to develop new services, in each case under obligations of confidentiality at least as restrictive as those contained herein and in a manner that does not specifically identify any of Client's Confidential Information.

d. **Permitted Disclosure.** The Receiving Party may disclose Confidential Information as required to be disclosed under Applicable Law or pursuant to an order of a court or administrative body; provided, that, with regard to each such disclosure, the Receiving Party will provide the Disclosing Party with prompt notice of such request or order (to the extent permitted by Applicable Law), and shall, at Disclosing Party's option and sole expense, cooperate reasonably with the Disclosing Party in resisting the disclosure of such Confidential Information via a protective order or other appropriate legal action. If such protective order or other remedy is not obtained after commercially reasonable efforts, the Receiving Party, without liability under this Agreement, may furnish that portion of the Confidential Information that it is requested or required to be disclosed. Notwithstanding the foregoing, the Receiving Party is not required to notify the Disclosing Party if disclosure of Confidential Information is made to a regulatory agency, self-regulatory organization, or governmental agency in the course of such authority's routine examinations or inspections not targeted at the Disclosing Party and any such disclosure shall be permitted.

e. **Ownership.** All Confidential Information shall remain the sole and exclusive property of the Disclosing Party. Neither Party shall acquire any intellectual property rights of the other Party. The Parties shall not use each other's names, logos, trademarks, or other intellectual property without the prior written consent of the Party whose name, logo, trademark, or other intellectual property is contemplated for use.

f. **Return of Confidential Information.** Upon written request by the Disclosing Party, the Receiving Party shall: (1) return to the Disclosing Party all Confidential Information, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, and/or (2) destroy the Confidential Information, and any and all copies or extracts thereof, and provide the Disclosing Party with written certification of such destruction signed by an authorized representative of the Receiving Party; provided, however, that the Receiving Party is entitled to retain copies of such Confidential Information as it is required to retain pursuant to Applicable Law or internal document retention policies, that are electronically stored or archived in the ordinary course of business, and for defending or maintaining any litigation relating to this Agreement, in each case subject to the confidentiality and non-use obligations set forth herein.

g. **Injunctive Relief.** A Party may seek injunctive relief pursuant to Section 14.b for any breach or threatened breach of this Section 4.

5. INFORMATION SECURITY/DATA COLLECTION

a. **Information Security.** Each Party shall maintain commercially reasonable and effective systems to safeguard against unauthorized access, disclosure, use, destruction, loss, or alteration to Confidential Information, including measures as required by Applicable Law. Each Party must hold Confidential Information to at least the same extent that the Party maintains its own Confidential Information, but no less than a reasonable standard of care or any higher standard of care as required by Applicable Law. Each Party shall provide each other with the information regarding such security safeguards upon the reasonable request of the other Party.

b. **Data Breach Notification.** In the event of an actual data, network, or security breach by a Party that affects the confidentiality of the other Party's Confidential Information, the breached Party will promptly notify the other Party subject to Applicable Law. Each Party agrees that no public statements will be made regarding a data, network or security breach involving client data without prior written approval from the other Party. The breached Party agrees to take reasonable measures to mitigate and notify about the breach pursuant to Applicable Law.

6. REPRESENTATIONS AND WARRANTIES

a. **Mutual.** Each Party represents and warrants that:

(1) It is duly organized, validly existing and in good standing under Applicable Law.

(2) It shall obtain and maintain any authorizations, permits, certifications, licenses, filings, approvals, registrations, or consents from any third party or governmental authority in connection with this Agreement.

(3) It has the full legal authority to enter into this Agreement and to perform its obligations hereunder.

(4) This Agreement constitutes a valid and binding agreement enforceable against it in accordance with its terms.

(5) It complies and will comply with Applicable Law in the performance of its obligations hereunder. If an amendment of this Agreement becomes necessary to comply with Applicable Law, it agrees to amend this Agreement as reasonably necessary to comply.

(6) It has had the opportunity to obtain independent accounting, financial, investment, legal, tax or other appropriate advice related to this Agreement; and, it has carefully read and fully understands the terms and consequences of this Agreement.

(7) It understands and agrees that Advisor Representatives are not parties to this Agreement.

(8) It is a fiduciary to the Plan in each's respective capacities.

b. Client. In addition to any other representations and warranties in this Agreement, Client represents and warrants that:

(1) It has the power and authority to appoint Advisor under the terms of the Plan, and to enter contractual arrangements with third parties to assist in the discharge of these and related duties.

(2) It has reviewed and considered the contents of the Agreement and has determined (a) the Services to be authorized by the Plan, consistent with and in the best interest of the Plan and its participants, and necessary for the operation of the Plan, and (b) the Fees are reasonable and appropriate for the Services rendered.

(3) It will take all necessary actions to ensure the requirements for fiduciary relief under ERISA Section 404(c) are satisfied.

(4) It will provide Advisor with copies of the Plan, trust documents, and amendments thereto, pursuant to which the Plan and trust will be administered, as well as copies of any subsequent amendments or restatements of those documents, all of which meet the qualification requirements as a tax-exempt entity pursuant to the Code and regulations thereunder.

(5) The individual signing the Agreement is a "Responsible Plan Fiduciary" as defined under ERISA and/or has been duly appointed by corporate action to sign on behalf of the Client and Plan, and no other signatories are required.

(6) It will operate and administer the Plan in compliance with Applicable Law.

(7) It will promptly notify about and provide Advisor with any amendments to the Plan's governing documents that are reasonably expected to alter or affect Advisor's performance of Services.

(8) It will instruct Advisor if it is the intention of Client not to bear the costs of operating the Plan and desires that the investments within the Plan are to pay, directly or indirectly, amounts to or on behalf of the Plan to cover some or all of the expenses of the Plan.

(9) It will instruct Advisor if it is the intention of Client to give primary consideration to investment options made available by applicable Service Providers or a third party specifically identified by Client.

(10) It understands that past investment performance may not be indicative of future results and there is risk of loss. Different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment, investment strategy, or product (including the investments recommended or selected by Advisor for inclusion in the Plan's menu), will be profitable, meet any corresponding index or historical performance levels, be suitable for any specific participant, or prove successful. Client acknowledges that investment losses can and will occur.

(11) It understands that Advisor will not engage in activity identified in Section 2.d as part of the Services.

(12) Advisor may provide other services to plan participants when the services are independently sought by participants, including recommendations about the advisability of taking distributions from the Plan or investing distributions. These other services will not be part of the Services of this Agreement and will be pursuant to a separate agreement with the participant.

c. **Advisor.** In addition to any other representations and warranties in this Agreement, Advisor represents and warrants that:

(1) It is registered as an investment advisor with the Securities and Exchange Commission and all applicable states as necessary and shall maintain such registration through the term of this Agreement.

(2) All personnel providing Services hereunder shall be appropriately licensed as required by Applicable Law.

(3) No judicial, administrative, or regulatory proceeding, investigation or administrative charge or complaint is pending or threatened, which could result in any material adverse change in its financial condition, operating results, or business or which would reasonably be expected to have a material adverse effect on its ability to perform its obligations hereunder.

(4) It will disclose to Client any material changes to the information regarding the Services, compensation, and conflicts of interest as soon as reasonably practicable, but not later than sixty (60) days from the date on which Advisor acquires knowledge of the material change or as otherwise required by Applicable Law (unless such disclosure is precluded due to extraordinary circumstances beyond Advisor's control, in which case the information will be disclosed as soon as practicable).

(5) If Advisor makes an unintended error or omission in disclosing information to Client, Advisor will disclose the correct information to Client as soon as practicable but not later than thirty (30) days from the date Advisor knows of the error or omission.

(6) It does not receive any direct or indirect compensation from the providers of investment products it recommends, except to the extent those sources are used to pay the compensation due under this Agreement or to cover expenses incurred by Advisor's employees or Advisor Representatives to attend industry and educational events, as well as to learn about the provider's products and to host client events. As a result, the only compensation Advisor receives for its provision of Services under this Agreement are the fees specified herein.

7. INDEMNIFICATION

a. **Advisor.** Advisor shall indemnify, defend, and hold harmless Client, its directors, employees, representatives, and the Plan from and against any and all third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to Advisor's (1) material breach of this Agreement, (2) breach of its fiduciary duty to the Plan, participants and beneficiaries, or (3) gross negligence, or intentional misconduct; provided that, in any case, such indemnification shall not apply in the case of (a) Client's or the Plan's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement or (b) any general market decline, investment losses directly resulting from Client's failure to follow Advisor's investment advice, or Client's decision to use plan revenue sharing to pay plan expenses.

b. **Client.** Client (and to the extent permitted by Applicable Law, the Plan) shall indemnify, defend, and hold harmless Advisor, its directors, employees, representatives, and Advisor Representatives from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees and expenses) that arise out of or are related to (1) Client's material breach of this Agreement, breach of fiduciary duty, gross negligence, or intentional misconduct, (2) claims related to this Agreement that are made by Client's employees or Plan participants, or (3) any acts or omissions by another Plan fiduciary or Service Provider; provided that, such indemnification shall not apply in the case of Advisor's breach of fiduciary duty, negligence, intentional misconduct, or breach of any applicable representations, warranties or obligations under this Agreement.

c. **Notice and Procedure.** An indemnified party seeking indemnification will promptly notify the indemnifying party of any claim for indemnification and allow the indemnifying party to control the defense of such claim; provided, however, that the failure to provide timely notice will not relieve the indemnifying party from any liability hereunder except to the extent such failure materially prejudices the indemnifying party's rights. The indemnifying party may not settle any claim (1) that involves a remedy other than the payment of money by the indemnifying party without the indemnified party's reasonable written consent; and (2) no such compromise or settlement is hereby authorized unless the indemnified party obtains a complete release of liability under such compromise or settlement. In the event the indemnifying party fails to promptly assume the defense of the claim or to promptly and reasonably conduct the defense, the indemnified party will have the right to control the defense of the claim, at the sole cost and expense of the indemnifying party.

8. LIMITS OF LIABILITY

IF PERMITTED BY APPLICABLE STATE OR FEDERAL LAW, NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY, NOR ITS EMPLOYEES, AFFILIATES OR AGENTS (INCLUDING ADVISOR REPRESENTATIVES) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. Advisor will not be responsible or liable for the acts, failures to act, or omissions by Client, its employees or agents, any other fiduciary of the Plan, current or former Service Providers, or any participant under the Plan.

9. NON-EXCLUSIVITY

Client understands that Advisor may perform services similar to the Services for other clients. Client recognizes that Advisor may give advice and take action in the performance of its duties for other clients (including those who may have similar retirement plan arrangements as Client) that may differ from the advice given, or in the timing and nature of action taken, with respect to the Plan or Client. Advisor has no obligation to advise Client in the same manner as it may advise any of its other clients.

10. TERM AND TERMINATION.

a. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated under the terms of this Agreement.

b. **Termination.** Either Party may terminate this Agreement: (1) upon thirty (30) days written notice to the other Party, (2) immediately upon a material breach (including unpaid Fees), which breach remains uncured for a period of thirty (30) days following notice thereof given by the non-breaching party, or (3) immediately when a Party files bankruptcy or receivership or is declared to be insolvent; a Party has its corporate authority revoked or has necessary licenses withdrawn, suspended or revoked by a regulatory authority; a legally enforceable and binding notice from a regulatory authority requiring a party to terminate the Agreement; or, upon the advice of counsel, continuation of this Agreement would violate Applicable Law.

c. **Fees Obligations.** If Fees are paid in arrears, Advisor shall be entitled to its pro rata fees through the date of termination. If fees are paid in advance, any unearned fees will be returned.

d. **Services.** Except as set forth herein or as agreed to by the Parties, all Services shall cease on the date this Agreement is terminated.

e. **Pending Transactions.** Termination shall not affect the liabilities or obligations of the Parties arising from transactions initiated before the date of termination, and such liabilities and obligations shall survive the termination of this Agreement until such time they have been performed.

f. **Reasonable Assistance.** Upon termination of this Agreement, Advisor agrees to provide reasonable assistance to Client in Client's transition to a new advisor.

g. **Survival.** The following Sections shall survive termination of this Agreement: 3 – 10 and 14.

11. RESERVED

12. SUBCONTRACTORS

Advisor may engage third parties as subcontractors in the furtherance of Advisor performing the Services; provided that Advisor will oversee and be responsible for any subcontractor, and any agreement entered into between Advisor and a subcontractor is consistent with the terms of this Agreement and includes a confidentiality provision and an information security provision that is at least as restrictive as Sections 4 and 5 of this Agreement.

13. ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that this Agreement may be executed by electronic or digital signature. Client consents to receive communications, disclosures and notices in electronic format, and such consent shall continue until revoked. Client also authorizes Advisor to deliver documents and communicate with the Plan and its participants or beneficiaries using electronic means, including email and posting to a website. Client, and not Advisor, is responsible for determining whether the use of such electronic communication complies with Applicable Law.

14. DISPUTE RESOLUTION

a. **Arbitration.** In the event of any dispute arising out of or relating to this Agreement, the Parties agree first to attempt in good faith to resolve the dispute through negotiations between persons designated by each Party. If the matter is not resolved within ten (10) business days of receipt of a written request to negotiate by one Party from the other Party, then any claim or controversy arising out of or relating to this Agreement shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The Parties hereby agree that judgment upon the award by the arbitrator(s) may be entered in any court having jurisdiction.

b. **Injunctive Relief.** Notwithstanding Section 14.a, each Party acknowledges that nothing in this Agreement shall preclude either Party from seeking equitable relief, including but not limited to temporary and/or permanent injunctive relief, for any breaches of the Agreement where the non-breaching party may suffer irreparable harm and damages cannot be calculated and would be an inadequate remedy. Each party hereby waives any requirement for the posting of a bond or any other security in connection therewith.

c. **Waiver of Jury Trial.** Notwithstanding Section 14.a, if a dispute cannot be arbitrated and must be resolved in court, the PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO REQUEST A JURY TRIAL, TO THE FULLEST EXTENT PERMITTED BY LAW, AND ANY SUCH LITIGATION SHALL BE TRIED BY THE JUDGE SITTING AS THE FINDER OF FACT AS WELL AS THE JUDGE OF THE APPLICABLE LAW.

d. **Costs and Attorneys' Fees.** For any proceeding, claim or cause of action brought by a Party, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, the reasonable legal and other related costs and expenses incurred by such party, including without limitation reasonable attorneys' fees.

15. MISCELLANEOUS

a. **Independent Contractor.** The Parties are independent contractors of each other. Nothing in this Agreement shall create or be deemed to create a relationship of employer/employee, principal/agent, joint venture, partnership, franchise, or other legal relationship.

b. **Governing Law.** Unless preempted by federal law (including ERISA, the Advisers Act, and the Federal Arbitration Act), the validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Utah, without reference to its conflicts of law provisions.

c. **Entire Agreement; Binding Effect.** This Agreement, including, any exhibits, schedules, incorporations by reference, amendments and addenda, contains all of the understandings and representations between the Parties pertaining to the subject matter hereof and supersedes all previous and contemporaneous understandings, agreements, representations, warranties and communications, whether oral, written or otherwise communicated with respect to such subject matter. All provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

d. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect or for any reason, including a provision inconsistent with a current or future law or regulation, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provisions of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the intent of the invalid or unenforceable provision.

e. **Amendment.** Advisor may amend this Agreement pursuant to the procedures set forth in Section 15.g. No other amendments of this Agreement shall be valid unless in writing and signed by both Parties.

f. **Assignment.** Neither Party may assign or delegate this Agreement without the written consent of the other Party; provided, however, subject to Applicable Law, that in the event of a change of control or ownership of Advisor that would result in an "assignment" of this Agreement under the Advisers Act, Adviser may assign this Agreement pursuant to the procedures set forth in Section 15.g. Upon the completion of a permitted assignment, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

g. **Procedures for Negative Consent for Certain Amendments and Assignments.** Advisor may amend the Agreement pursuant to Section 15.e or assign pursuant to Section 15.f by giving Client at least sixty (60) days' advance written notice of the terms of the assignment or amendment. Notice shall be given in a manner set forth in Section 15.j. The notice will (1) explain the terms of the amendment or assignment, (2) fully disclose any resulting changes in the Parties because of the amendment or assignment, (3) identify the effective date of the amendment or assignment, (4) explain the other Party's rights to object to and reject the amendment or assignment, and, if applicable, to terminate the Agreement and the consequences thereof, and (5) state that pursuant to the provisions of this Agreement, if Client fails to object to the amendment or assignment before the date on which it becomes effective, Client will be deemed to have consented to the amendment or assignment. If Client rejects the amendment or assignment, Advisor will not be authorized to amend or assign this Agreement and will have authority to terminate this Agreement under Section 10.

h. Waivers or Limitations.

(1) Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client or the Plan or any other party may have under Applicable Law.

(2) The failure of a Party to insist upon the strict performance of any of the terms and provisions of this Agreement, or the waiver by a Party or any breach or default of any of the terms and provisions of this Agreement, shall not be construed as a waiver by either Party to thereafter insist on strict performance or as a waiver of any subsequent breach or default, even if the subsequent breach or default is the same as or similar to the breach of default previously waived. No waiver by either Party shall be enforceable unless in writing and signed by the Parties.

i. Force Majeure. Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises directly or indirectly by reason of any cause beyond the reasonable control of such Party, including without limitation, an act of God; war; conflict; insurrection or terrorist attack(s); strikes or labor disputes; pandemic or epidemic; failure of communication lines, telephone, internet, systems or other utilities services; theft; material changes to laws, regulations, or rulings; adverse weather, power failures or events of nature; or other causes beyond the reasonable control of a Party (a "Force Majeure Event"). For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress or the inability of a Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.

j. Notice. All notices required by this Agreement shall be in writing and either delivered by (a) registered or certified U.S. Mail, return receipt requested and postage prepaid, (b) a nationally recognized overnight courier service, or (c) email, and shall be effective on the date of acknowledgement (by non-automated means) if delivered by email or on the date of posting if delivered by courier service or mailed. Notices shall be delivered to:

Client	**Advisor**
The address indicated in the Plan Profile	Global Retirement Partners, LLC Attn: Chief Compliance Officer 4340 Redwood Highway, Suite B60 San Rafael, CA 94903

k. Third-Party Beneficiary. This Agreement shall not be construed as granting any rights or benefits to third parties, including by way of example and not limitation, participants of the Plan, independent contractors, consultants, or other agents of the Parties, unless required by Applicable Law.

l. Headings. All captions, headings and subheadings are for ease of reference only and in no way will be understood as interpreting, decreasing, or enlarging the provisions of this Agreement.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all taken together will constitute one and the same instrument.

Signature page follows

The Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

GLOBAL RETIREMENT PARTNERS, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

ADVISOR REPRESENTATIVE ACKNOWLEDGEMENT

By signing below, the below named Advisor Representative confirms the Services to be provided under this Agreement. Advisor Representative only confirms the Services and is not considered a party to this Agreement.

By: _____

Name: _____

Date: _____

Exhibit A – Additional Information about the Client and Plan

Additional Client Profile Information

* = required information

Mailing address (if different)		
City	State	Zip

Billing Contact*	Billing Phone*	Billing Email*
Rori Andreason	(801) 567-7207	randreason@midvaleut.gov

Additional Plan Profile Information

Plan Type		Participant or Trustee Directed
☐ 401(k)	☐ Defined Benefit Plan	■ Participant Directed
☐ Profit Sharing Plan	■ Other	☐ Trustee Directed
☐ 403(b)	401(a)	☐ Both (explain)

Promoter Information (if applicable)
Promoter Name: N/A

Plan Assets Excluded from Services
N/A

Clear Page

Exhibit B

Fiduciary Services

3(21) Investment Advice. Advisor shall be appointed by Client as an Investment Advisor to the Plan within the meaning of Section 3(21) of ERISA. As such, Advisor shall provide advice to Client regarding the Plan; however, Client shall retain full authority or control over assets of the Plan and is responsible for all decisions regarding advice provided by Advisor, including, but not limited to, decisions relating to implementation and/or any recommendations made by Advisor or Advisor Representatives. Advisor and Advisor Representative shall not be responsible or liable for Client's execution or nonexecution of their recommendations. Advisor shall participate in periodic meetings (in person or virtual) as needed or as reasonably requested by Client to (i) review and discuss the Plan investment structure; (ii) discuss Plan investment performance; (iii) discuss any Plan investment changes; and/or, (iv) discuss any other topics relating to the Plan investments.

3(38) Investment Manager. Advisor shall be appointed by Client as an "investment manager" to the Plan within the meaning of Section 3(38) of ERISA. Advisor shall participate in periodic meetings (in person or virtual) as needed or as reasonably requested by Client to (i) review and discuss the Plan investment structure; (ii) discuss Plan investment performance; (iii) discuss any Plan investment changes; and/or (iv) discuss any other topics relating to the Plan investments.

3(21) Investment Selection and Monitoring of DIAs. Based on the Plan's IPS or other guidelines established by the Plan, Advisor will review the investment options available to the Plan and will make recommendations to assist the Client to select the DIAs to be offered to Plan participants, or investments to be held by the Plan, in case of a trustee-directed plan. Once the Client selects the investments, Advisor will, on a periodic basis and/or upon reasonable request, provide reports, information, and recommendations to assist the Client to monitor the investments. If the IPS criteria requires an investment to be removed, Advisor will provide information, analysis, and recommendations to the Client to help evaluate replacing the investment with another.

3(38) Discretionary Investment Selection, Management and Monitoring of DIAs. Advisor shall perform with full discretionary authority, subject to the Plan's IPS or other guidelines established by the Plan, to select, monitor and replace the Plan's DIAs for Plan participants, or investments to be held by the Plan, in case of a trustee-directed plan. Advisor will, on a periodic basis and/or upon reasonable request, provide reports, information, and recommendations to assist the Client to monitor Advisor's management of the Plan's investments. When necessary, Client shall execute a letter of direction, or other appropriate instruments, to the Plan's Service Providers or other third parties to evidence or otherwise grant Advisor the requisite authority to act on behalf of the Plan and Client.

Qualified Default Investment Alternatives ("QDIA"). Advisor and Client shall discuss the form of the QDIA (e.g., target date funds, model portfolios, managed accounts) for participants that do not direct the investment of their accounts. Once the form is decided by the Client, Advisor shall be responsible for the Plan's QDIA in its capacity of a 3(21) investment advisor or 3(38) investment manager as selected and described in the Agreement and based on the IPS or other investment guidelines established by the Plan. If the QDIA is a model or set of models, they will be made up of the underlying DIAs made available to Plan participants. Client retains sole responsibility to provide all notices to participants as required under ERISA.

Third-Party Advisors and/or Managers. Based on the IPS or other investment guidelines established by the Plan, Advisor shall review third-party investment managers and/or third-party advisors available to the Plan to manage some or all of the Plan's investments and/or prepare model portfolios. Once Advisor selects a third-party manager and/or investment manager to manage or advise some or all of the Plan's investments, Advisor shall complete its responsibilities in the capacity of a 3(21) investment advisor or 3(38) investment manager as selected and described in this Agreement.

Model Portfolios. If Advisor serves as a 3(38) investment manager, it will construct discretionary Model Portfolios and will diversify, reallocate, and rebalance the Model Portfolios and associated risk levels over time in accordance with generally accepted investment theories and in compliance with the Plan's IPS. If Advisor serves as a 3(21) investment advisor, it will recommend, for consideration and approval by Client, (i) asset allocation or target date or risk-based model portfolios for the Plan to make available to Plan participants and (ii) funds from the lineup of investment options chosen by the Client to include in such Model Portfolios.

Investment Policy Statement ("IPS"). Client is responsible for preparing and adopting the IPS. Advisor shall provide suggestions to Client to complete the IPS. Advisor will review with the plan fiduciary the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, Advisor will suggest investment policies and guidelines to assist the plan fiduciary to establish an appropriate IPS. If the Plan has an existing IPS, Advisor will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan, Advisor will suggest revisions that will establish investment policies that are consistent with the Plan's objectives. Advisor will periodically review the IPS and suggest revisions to the Client as Advisor deems necessary.

Non-Discretionary Participant-Level Advice. Advisor will, periodically and upon reasonable request, meet with a Plan participant and collect information (directly from the participant and/or Client or its designee) necessary to complete a participant profile and identify the participant's individual investment objectives, risk tolerance, and time horizon. Based on each participant's profile, Advisor will make recommendations for investing the participant's account with the Plan's DIAs or Models, if available. The Plan participant retains sole discretion over the control and/or investment of his/her account.

Non-Fiduciary Consulting Services

Service Provider Liaison. Advisor shall assist the Client by acting as a liaison to the Service Providers to the Plan, including coordinating with the Service Providers in gathering information or documents for Client, but only under instructions from Client with the understanding that Advisor will not be responsible for ensuring Client or a Service Provider completes any duties or tasks assigned to them.

Plan Governance and Education. Advisor will provide education, training, and/or guidance for the Plan's fiduciaries and/or Plan committee. Such services shall be mutually agreed to by the Parties, which may include investment education (e.g., general financial, investment and retirement information; asset allocation; and interactive investment materials), educating on fiduciary and compliance responsibilities, reviewing objectives and options available through the Plan, reviewing participant education and communication strategies (including 404(c) requirements), reports to monitor the Service Providers, use of spending, forfeiture or other similar accounts, developing and maintaining audit ready fiduciary files, attending periodic meetings with the Plan committee, and analyzing the Plan's investments compared to the benchmarks set by the IPS.

Participant Enrollment. Advisor will assist Client in enrolling eligible participants in the Plan, which may include conducting enrollment and educational meetings about the benefits of participating in the Plan and the impact contributing will have on retirement.

Participant Education. Advisor will provide educational services to participants to assist Client meeting its duties under ERISA 404(c). Such services may include, without providing personalized investment recommendations or advice, (1) in-person or virtual group sessions, (2) printed materials (e.g., posters, payroll stuffers, emails), (3) providing information about the Plan; general financial, investment, and retirement information; asset allocation models; market updates; interactive investment materials; and retirement options for terminated employees, (4) providing education about plan fees and expenses, and (5) helping participants assess their retirement readiness. For the avoidance of doubt regarding investment education, Advisor's services shall be provided in accordance with U.S. Department of Labor (DOL) Interpretative Bulletin 96-1.

Financial Wellness Services. Advisor will provide financial wellness services through interactive software that it licenses to use with participants or refer Client to an affiliated or unaffiliated third party that provides such wellness services. Such services do not involve the provision of personalized investment advice or recommendations. Such services may require Client to enter into a separate agreement with the affiliated or unaffiliated third party and pay a fee for such services in addition to the Fees paid herein. If Client pays for wellness services out of Plan assets, Client understands that only participants of the Plan (and not all of Client's employees) may receive such services.

Plan Search Support/Vendor Analysis. Advisor will assist Client with the preparation, distribution and/or evaluation of requests for proposals or requests for information from current or potential vendors for selection by the Plan, as well as interviewing such potential vendors. Advisor also will assist Client with conversions to the selected vendor. In performing service provider search support services, Advisor acts solely in a non-investment advisory capacity.

Benchmarking Services. Advisor will provide Client with comparisons of Plan data (e.g., regarding fees, services, participant enrollment and contributions) to data from the Plan's prior years and/or a benchmark group of similar plans.

Assistance Identifying Plan Fees. Advisor will assist Client in identifying and monitoring the fees and other costs borne by the Plan for items specified by Client, including investment management, recordkeeping, participant education, participant communication and/or other services provided to the Plan.

Plan Design Consulting (Settlor Expense) (Fees must be paid solely by Client, per ERISA). Advisor will consult with Client about amending an existing Plan, terminating an existing Plan, or creating a new Plan, as Client may reasonably request and in advance of the change. This service is intended to be limited in scope, incidental to the Services otherwise contemplated by this Agreement, and paid for directly by the Client.

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

MIDVALE CITY COUNCIL
STAFF REPORT
12/2/2025

SUBJECT

Consider Resolution No. 2025-R-67 Adopting the Midvale City Parks, Trails, and Open Space Master Plan and its Associated Impact Fees Facilities Plan (IFFP).

SUBMITTED BY

Adam Olsen, Community Development Director

BACKGROUND AND ANALYSIS

The Midvale City Parks, Trails, and Open Space Master Plan was tabled at the November 18th, 2025, City Council meeting for the consultant team (MHTN) to amend images depicting service areas of neighborhood parks. The amended images more accurately reflect the barrier of I-15 and its limited access for parks on either side of the interstate.

Midvale City was awarded financial assistance through a Transportation and Land Use Connection (TLC) grant for a Parks, Trails, and Open Space Master Plan. This plan is the first of its kind for Midvale, providing comprehensive analysis and recommendations for the City's parks and open space network, including preparation of an Impact Fee Facilities Plan (IFFP), a required step in the preparation and implementation of a Parks Impact Fee Analysis for the collection of development impact fees for the expansion of the City's parks and open space network.

Throughout 2025, staff worked with MHTN and Zions Public Finance (consultant groups) identifying and inventorying the City's public open space and park network, along with associated improvements and amenities. This analysis was used for preparation of an IFFP in anticipation of future park impact fees. The plan identifies areas of Midvale underserved by the park and open space network, proposes strategies for park acquisition, improvement, and expansion to better serve all of Midvale.

MHTN will present the plan and its findings to the City Council. The plan was unanimously recommended for approval by the Planning Commission at their October 22, 2025 meeting.

STAFF RECOMMENDATION

Staff recommends approval of the Parks and Open Space Master Plan and its associated IFFP.

RECOMMENDED MOTION

I move that we approve Resolution No. 2025-R-67 adopting the Midvale City Parks, Trails, and Open Space Master Plan and its associated Impact Fees Facilities Plan (IFFP).

ATTACHMENTS

1. Resolution
2. Parks and Open Space Master Plan and Impact Fees Facilities Plan (IFFP)

RESOLUTION NO. 2025-R-67

A RESOLUTION ADOPTING THE MIDVALE CITY PARKS, TRAILS, AND OPEN SPACE MASTER PLAN AND ITS ASSOCIATED IMPACT FEES FACILITIES PLAN (IFFP)

WHEREAS, Midvale City desires to create an efficient and balanced parks, trails, and open space network that enhances the quality of life for all residents and visitors; and

WHEREAS, the City has partnered with Wasatch Front Regional Council (WFRC) and received funding to hire a consultant to conduct an in-depth analysis including a transparent planning process; and

WHEREAS, evaluation of the existing network illustrates areas both served and underserved by current parks, trails, and open space facilities; and

WHEREAS, public comment obtained through surveys and City events highlighted resident interest and support in expanding and improving the City's parks, trails, and open space network; and

WHEREAS, the Midvale City Parks, Trails, and Open Space Master Plan proposes a comprehensive parks, trails, and open space network, including an Impact Fees Facilities Plan; and

WHEREAS, the Planning Commission held a public hearing on October 22, 2025 to review the plan, receive public comment and, after considering all the information received, made a recommendation to approve the Midvale City Parks, Trails, and Open Space Master Plan and its associated Impact Fees Facilities Plan (IFFP); and

WHEREAS, the City Council of Midvale City, Utah held a public hearing on November 18, 2025; and

WHEREAS, after taking into consideration citizen testimony, planning analysis, and the Planning Commission's recommendation as part of its deliberations, the City Council finds it is within the best interest of the City to adopt the Midvale City Parks, Trails and Open Space Master Plan and its associated Impact Fees Facilities Plan (IFFP).

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

The Midvale City Parks, Trails, and Open Space Master Plan and its associated Impact Fees Facilities Plan (IFFP) is hereby adopted.

PASSED AND APPROVED this 2nd day of December 2025.

_____
Dustin Gettel, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Voting by the Council:	"Aye"	"Nay"
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Denece Mikolash	_____	_____

MIDVALE

PARKS, TRAILS & OPEN SPACE

MASTER PLAN

DECEMBER 2025

DRAFT

ACKNOWLEDGMENTS

Thank you to all who contributed. This plan reflects the collective vision of the Midvale community.

The development of the Midvale City Parks, Trails, and Open Space Master Plan was shaped by the voices and perspectives of those who live, work, and invest in the Midvale City. We are grateful to the residents, local organizations, City staff, community leaders, and partners who shared their time, ideas, and experiences throughout this process.

The following contributed to this report:

STEERING COMMITTEE

Midvale City	Adam Olsen
	Nate Rockwood
	Elizabeth Arnold
	Wendelin Knobloch
	Jerimie Thorne
	Laura Magness
WFRC	Matt Ryan

DESIGN TEAM

MHTN Architects	Ryan Wallace
	Vincent Olcott
	Emily Seang
	Lauren Leydsman
	Nelson Champion
Horrocks	Brittany Kidd
	McKenna Mathis
ZPFI	Susie Becker
	Jonathan Concidine

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AP Appendix

GLOSSARY

Active Transportation (AT)
Refers to the movement of people or goods using non-motorized methods such as walking, biking, wheelchair use, scooters, and skateboards. Often linked to health, accessibility, and environmental benefits.

Active v. Passive Uses
Active uses involve programmed, high-energy activities such as sports, playgrounds, or recreation centers. Passive uses include walking trails, open lawns, or quiet natural areas intended for rest, reflection, or unstructured activity.

American with Disabilities Act (ADA)
Federal legislation that ensures public spaces are accessible to individuals with disabilities by requiring accommodations such as ramps, clear path widths, and inclusive playground equipment.

Facilities
Built structures and amenities in parks and open spaces that support recreation or public use, such as restrooms, pavilions, sports courts, or lighting.

High-Impact Recreation
High-impact recreation involves more intensive use, such as sports or motorized activities, which may require durable infrastructure or space.

Impact Fees
Charges imposed on new development to help pay for the additional public infrastructure and services, like parks, needed to maintain existing levels of service (LOS) due to population growth.

Impact Fee Analysis (IFA)
A study used to calculate and justify the amount of impact fees based on projected growth, infrastructure needs, and equitable cost distribution.

Impact Fee Facilities Plan (IFFP)
A long-range planning document that identifies the future park and facility needs necessary to serve new development and helps determine appropriate impact fees.

Level of Service (LOS)
A measurement used to determine how well parks and open spaces meet the community's needs. It often includes acreage per 1,000 residents, park access radius, and availability of amenities.

Low-Impact Recreation
Low-impact recreation includes activities that have minimal environmental disturbance, like hiking or birdwatching.

Memorandums of Understanding (MOUS)
A written agreement between two or more parties that outlines shared goals, roles, and responsibilities. MOUs are not legally binding but help formalize collaboration.

Open Space
Land that is publicly or privately preserved for recreation, visual enjoyment, or conservation purposes. This includes parks, trails, natural areas, or undeveloped landscapes.

Parks
Designated public spaces designed for recreational use, gathering, and natural relief. Parks can range in size and function, from neighborhood playgrounds to large regional destinations.

Public-Public Partnership
A cooperative arrangement between two or more government agencies, such as a City and a County to share resources and work together on public projects or services.

Recreation Facilities
Indoor or outdoor amenities that provide opportunities for organized or informal physical activities, community programming, and wellness.

Trails
Pathways for walking, biking, or running that connect neighborhoods, parks, and destinations. Trails enhance accessibility, promote active living, and support environmental conservation.

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PLAN PURPOSE

Parks, trails, and open spaces are essential to the health and identity of a city. They support active lifestyles, provide spaces for community, and enhance the overall quality of life for Midvale residents. As the city continues to evolve, it is critical to plan intentionally for the stewardship, expansion, and activation of these public spaces. Midvale City plays a unique role in the regional parks and trails network. Its location positions it as a key connector between neighboring communities, natural areas, and regional destinations.

This Parks, Trails, and Open Space Plan outlines a comprehensive vision for how the city will invest in and care for its parks system over the upcoming 10 years and beyond. Informed by past planning efforts, community input, local conditions, and best practices, the plan identifies priorities for improving existing facilities, creating new opportunities for recreation and connection, and ensuring equitable access to nature for all residents.
The plan is designed to initiate action while guiding city staff with a clear framework for decision-making and long-term planning.

Photo of Union Park playground

Source: Salt Lake County

Photo of Jordan River Pàlkway

Source: Salt Lake County

PLAN STRUCTURE

EXECUTIVE SUMMARY:
This section provides the purpose of this plan, a summary of each chapter, an overview of previous and current City plans and guiding documents, project guiding principles and goals, and community engagement that informed the document.

METHODOLOGY:
The chapter outlines the planning process, data sources, and methods used to inform the plan's recommendations. Park classifications, existing condition analysis, and level of service (LOS) analyses identify gaps in the parks and trails services within Midvale.

PARKS AND TRAILS RECOMMENDATIONS:
This portion highlights system-wide and site-specific strategies to enhance and connect parks, trails, and open space across the city. Each section provides an overview of existing amenities and proposed strategies, potential areas to add to the parks and trails network, and considerations in implementation and phasing.

IMPLEMENTATION STRATEGY:
The section includes a phased roadmap for recommendations, prioritizing projects, aligning funding sources, and coordinating efforts departments and supporting partners.
Impact Fee Facilities Plan:
This chapter details on the capital improvements eligible for funding through parks and trails impact fees, ensuring alignment with legal and financial requirements.

APPENDIX:
The appendix Includes supporting materials such as survey data, charts, technical data, and background documentation referenced throughout the plan.

- **Appendix A:** Existing Parks Inventory
- **Appendix B:** Public Engagement Summary
- **Appendix C:** Impact Fee Analysis

Photo of Copperview skate park

Source: Salt Lake County

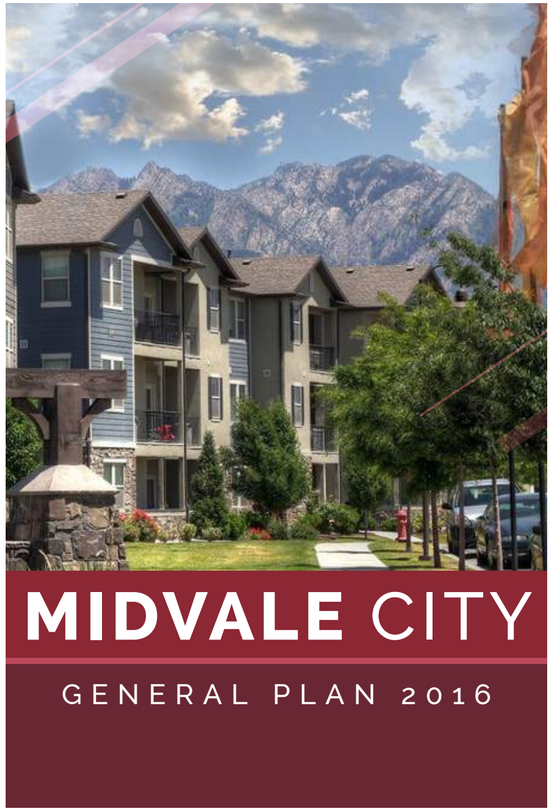
2016 Midvale City General Plan

LONG-TERM OBJECTIVES:

- Increase park, open space, and recreation facilities.
- Improve connectivity between parks and neighborhoods via walking and biking trails.

SPECIFIC GOALS:

- Add park acreage in under-served neighborhoods using vacant or underutilized land.
- Improve non-motorized access to parks with sidewalks, trails, and pedestrian ways.
- Partner with Salt Lake County and other providers for shared facilities and programs.
- Update and implement the 2004 Trails Master Plan for an interconnected trail network.
- Enhance connections to the Jordan River Parkway (e.g. Murray to the north, Jordan River Boulevard).
- Explore improved access to parks and recreation facilities outside city limits.
- Consider a new Community/Recreation Center via bonding, recreation districts, city-County partnerships, public-private partnerships, or general funds.
- Develop parks, trails, and recreation facilities in an environmentally sensitive manner.
- Require private recreation facilities in new housing developments.



2022 Midvale State Street Corridor Study

PLAN GOALS:

- Celebrate Midvale's history and character through art, culture, and design standards.
- Improve safety and access for drivers, pedestrians, cyclists, and public transit riders.
- Enhance signage and create vibrant public spaces.
- Encourage reinvestment, attract new businesses, and promote lively land uses.
- Foster collaboration with residents, businesses, and stakeholders ensuring inclusivity.

KEY OBJECTIVES:

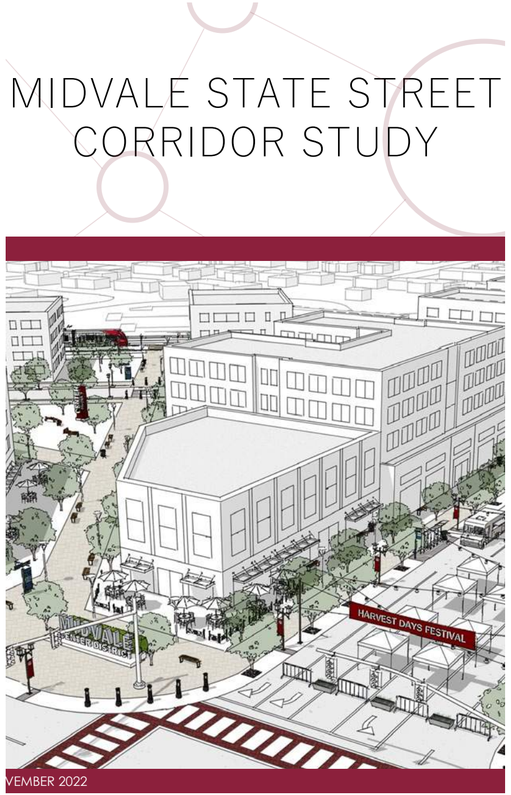
- Improve local and regional connectivity.
  Create distinct districts with a strong sense of place.
- Enhance the corridor's overall aesthetic.

OVERALL AIM:

- Make State Street a welcoming, vibrant destination with shopping, dining, living, and entertainment options.

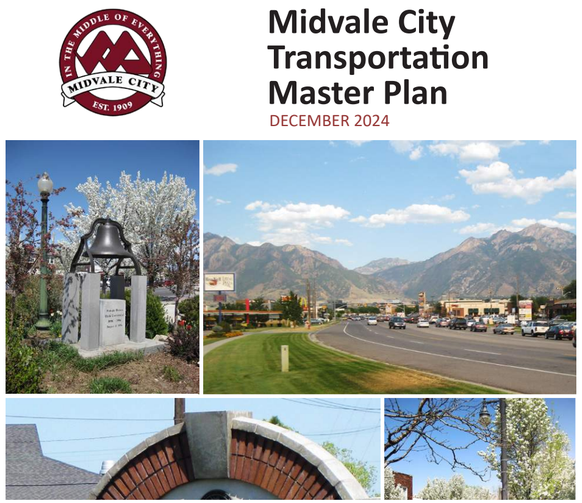
CHALLENGES:

- Pedestrian barriers around TRAX stations.
- Pedestrian and bicycle safety concerns.



Midvale City Transportation Master Plan, 2024

- Guides future transportation investments for residents, businesses, and visitors.
- Ensures a coordinated approach to managing the city's transportation network.
- Aims to create a more connected, inclusive, multi-modal system supporting a diverse, vibrant, and connected community.
- See the Active Transportation section in Chapter 02 Methodology for additional details.



Fort Union Corridor Study, 2024

Analyzes Fort Union Boulevard redevelopment.

BREAKS CORRIDOR INTO THREE SEGMENTS TO ASSESS:

1. Redevelopment potential.
   Active transportation improvements (separated bike facilities, midblock crossings, wider sidewalks).
2. Increased housing density near transportation hubs.
3. Explores economic conditions and how transportation and housing upgrades can further stimulate the area.

Midvale Main Street Small Area Plan, 2018 & Voices of Main Street, 2024

Aims to reduce isolation caused by freeways, rail lines, and fast streets.

GOALS:

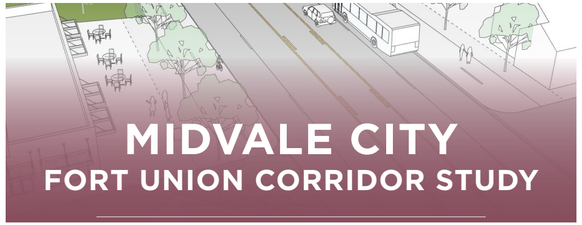
- Create a more connected, pedestrian-friendly area & neighborhood character.
- Slow traffic on key streets, improve crosswalks, and build a future walkway to the TRAX station. To improve safety and access.
- Establish active transportation connections to the Jordan River Parkway.

Midvale Center & Fort Union Station Area Plan, 2024

Approved by Midvale City Council to improve areas around Midvale Center and Fort Union TRAX stations.

GOALS:

- Improve design, land use, housing options, and walk/bike access.
- Enhance overall sustainability within a half-mile radius.
- Reflects community input from surveys, workshops, and discussions.
- Positions Midvale as a leader in urban redevelopment for a more livable city.



Additional Documents Reviewed

1. Jordan River Blueprint
2. Jordan Bluffs Park Master Plan
3. Mid-Valley Active Transportation Plan, 2021
4. Salt Lake County Active Transportation Plan, 2017
5. Midvale Strategic Plan, 2020
6. Canal Trail Feasibility Study, 2023
7. Entry Points Plan, 2024
8. Midvale National Community Survey, 2024

COMMUNITY ENGAGEMENT

A robust public and stakeholder engagement program supported the project throughout its duration. This effort included:

- A public webpage hosted through the existing Midvale City website, *EngageMidvale.com.*
- An online survey that provided members of the community with the opportunity to share their current thoughts, preferences, and future ideas for Midvale City's parks and open space network.
- Participation in three local tabling events and a city festival to reach a broad audience and promote opportunities for the community to engage with the project.
- Discussions at the *Los Muros* on Main event in June with over 150+ participants to gather feedback on draft scenarios, strategies, and priorities in city investments.
- Facilitation of one-on-one and focus group meetings with key stakeholders, community groups, and local agencies to gather feedback based on their goals and areas of expertise.

Community Engagement Highlights

- 234 Public Survey Responses
- 3 One-on-one meetings
- 2 Focus Group Sessions
- 3 Tabling Events
- 1 Open House Booth
- 300+ Flyers Distributed

Discussion about proposed scenarios at the Los Muros on Main Event

Tabling event at Los Muros on Main.

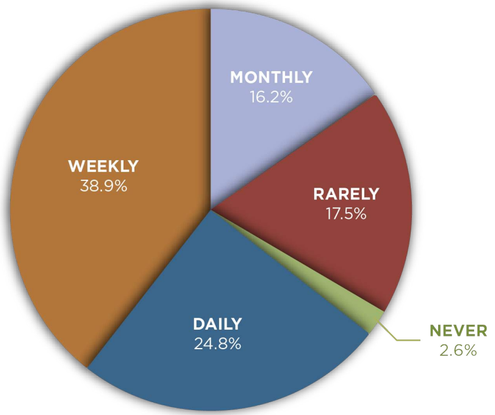
Public Survey Results

The public survey was made available from March to June 2025 and gathered community input on the current parks and open space network, satisfaction with existing infrastructure, and priorities for future investment. The 234 responses offered a wide range of feedback that directly informed the project team's recommendations. See the **Appendix** for the full survey results.

KEY TAKEAWAYS INCLUDED:

- As per the graph to the right approximately 25% of respondents use Midvale City's parks, trails or recreational spaces daily.
- The most noted barrier to park use was limited accessibility, including lack of sidewalks or safe crossings connecting to open spaces. See **page 55**.
- The most requested amenity was the addition of walking and biking trails throughout the city. See **page 56.**

How often do you or your family use Midvale's parks, trails, or recreational spaces?



What factors prevent you from using parks and recreational spaces in Midvale?

What types of amenities or features would you most like to see implemented in new or existing parks?

In-Person Tabling Events

To raise awareness about the project and encourage public participation, the Community Engagement team hosted three tabling events at Bingham Junction Park, Midvale City Park, and hosted an Open House booth at the Los Muros on Main event. Team members invited community members to take the online survey and provide a space to discuss their thoughts on the plan.

KEY TAKEAWAYS:

- Many people expressed interest in designated spaces where dogs can be off-leash and interact with other dogs (both for the convenience of dog owners and to help keep other park areas free of unleashed animals).
- The other main recurring theme was the need for improved maintenance of existing park facilities.
- Many individuals mentioned to improve the pedestrian experience and crossing conditions along major corridors like 7200 South, State Street, Center Street, and near UTA TRAX stations.
- Several residents mentioned that additional signage might encourage exploration of other parks and trail routes within Midvale City.

How do you feel the city should prioritize investment in its parks and open space?

VISION STATEMENT

Midvale City's parks and open space system will meet the City's unique needs by providing all residents safe access and strengthened connectivity to a diverse network of high-quality parks, plazas, and linear open spaces, featuring a wide variety of amenities to enhance community identity, health, and quality of life.

GUIDING PRINCIPLES

This plan's guiding principles serve as a foundation for shaping the vision, priorities, and decision-making throughout the planning process. These principles reflect shared community values—such as equity, connectivity, sustainability, and inclusivity—and are intended to guide both the development and implementation of parks, trails, and open space improvements. They are specific characteristics of success to know when the vision is realized and directly inform the goals and strategies shown in later chapters. This ensures a consistent framework from high-level visioning to clear actions.

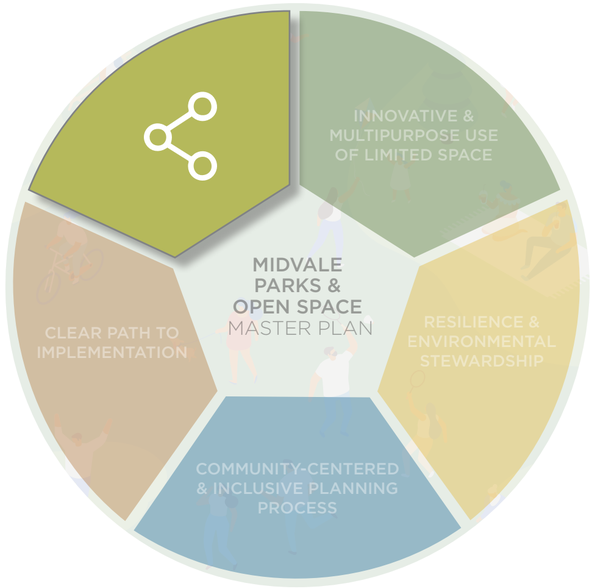
The vision and guiding principles aim to build cohesion across departments and partners, aligns future investments with community needs, and supports unified direction for long-term success.

CONNECTIVITY & ACCESS

The plan will aim to develop a network of parks and open spaces connected by trails, greenways, and other linear facilities to promote access to public open spaces and parks and encourage active transportation. It will ensure that all parks and open spaces are accessible to people of all abilities, with inclusive design features that cater to diverse age groups and interests.

Goals

- Provide a safe and comfortable continuous, unbroken network.
- Improve access to be comfortable and intuitive for all abilities and age groups.
- Overcome barriers throughout the community including: highways, rail, wide streets.
- Improve signage, physical maps and digital maps to inform what parks and amenities are available and where.
- Address ADA access improvements where feasible.



INNOVATIVE & MULTIPURPOSE USE OF LIMITED SPACE

Leveraging creative solutions to maximize the use of limited open space, this plan will involve upgrading streetscapes, utilizing underused public realm amenities, and exploring potential linear parks like canal trails. It also focuses on designing parks and open spaces to accommodate a variety of recreational activities and community events, ensuring that they can adapt to changing needs over time.

Goals

- Prioritize the needs of the community.
- Consider creative infill solutions such as rooftops and amenity decks.
- Provide a health benefit in every space.
- Develop a standardized approach to improvements within the R.O.W., such as park strips.
- Creatively use low-maintenance solutions.
- Consider a multipurpose indoor sports amenity.

RESILIENCE & ENVIRONMENTAL STEWARDSHIP

Focusing on preserving and enhancing natural landscapes and ecosystems within Midvale City, this plan incorporates sustainable practices in the development and maintenance of parks and open spaces. It includes the use of climate-adapted plants, water conservation techniques, and renewable energy sources with an emphasis on natural amenities such as the Jordan River.

Goals

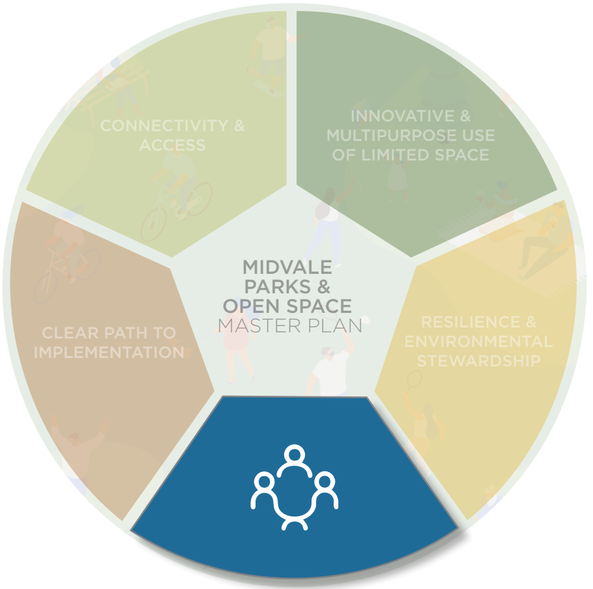
- Update Midvale CIty's codes to require drought resistant, water-wise, and cost efficient plant materials.
- Establish Memorandums of Understanding (MOUs) with owners and agencies to ensure that they maintain their amenities.
- Track Midvale City's legal responsibilities and environmental regulations.
- Improve maintenance practices and make them more sustainable.
- Establish clarity on the level of maintenance for publicly-owned facilities.

COMMUNITY-CENTERED & INCLUSIVE PLANNING PROCESS

Emphasizes the importance of actively involving the community in the planning process through various engagement methods such as surveys, interviews, public workshops, and open houses. It ensures that the plan reflects the diverse needs and desires of Midvale City residents while prioritizing equitable access to parks and open spaces for all community members.

Goals

- Utilize community-based organizations as a source for volunteers and/or participants.
- Consider local religious organizations and community groups for communications/ outreach.
- Create transparency about the costs of making improvements.
- Incorporate historical landmarks and events.
- Incorporate bilingual communications.
- Improve communications and signage related to the names and locations of parks and trails.



CLEAR PATH TO IMPLEMENTATION

This plan includes developing a phased implementation plan with specific actions, anticipated timelines, and funding strategies, such as an Impact Fee Facilities Plan (IFFP) to support future acquisitions and improvements.

Goals

- Consider funding for all phases: Start-up, pre-design, design, bid/construction, maintenance, and operations.
- Improve outsourced maintenance and consider community-based support
- Secure ongoing funding by regularly applying for grants.
- Promote community buy-in (pay for ongoing initiatives).
- Track life-cycle of projects and what happens post-implementation.
- Create clear phasing and buy-in on projects with everyone on-board at the city level.
- Be mindful of future land acquisition opportunities.
- Leverage public-public partnerships where possible (collaborate with County-owned recreation center and parks, library, etc.)

GUIDING PRINCIPLES	GOALS
CONNECTIVITY & ACCESS	Provide a safe and comfortable, continuous, unbroken network.
	Improve access to be comfortable and intuitive for all abilities and age groups.
	Overcome barriers throughout the community: highways, railroads, wide streets.
	Improve signage, physical maps and digital maps to inform what parks and amenities are available and where.
	Address ADA access improvements where feasible.
INNOVATIVE & MULTIPURPOSE USE OF SPACE	Prioritize the needs of the community.
	Consider creative infill solutions such as rooftops and amenity decks.
	Provide a health benefit in every space.
	Develop a standardized approach to improvements within the right-of-way, such as park strips.
	Creatively use low maintenance solutions.
	Provide new amenities currently missing in Midvale.
RESILIENCE & ENVIRONMENTAL STEWARDSHIP	Update Midvale's codes to require drought resistant, water-wise, and cost efficient plant materials.
	Establish Memorandums of Understanding (MOUs) with owners and agencies to ensure that they maintain their amenities.
	Track Midvale's legal responsibilities and environmental regulations.
	Improve maintenance practices and make them more sustainable.
	Establish clarity on the level of maintenance for publicly owned facilities.

GUIDING PRINCIPLES	GOALS
COMMUNITY-CENTERED & INCLUSIVE PLANNING PROCESS	Utilize community-based organizations as a source for volunteers and/or participants.
	Consider local religious organizations and community groups for communications/outreach.
	Transparency about the costs of making improvements.
	Incorporate historical landmarks and events.
	Incorporate bilingual communications.
	Better communicate the names and locations of parks with signage.
CLEAR PATH TO IMPLEMENTATION	Consider funding for all phases: Start-up, pre-design, design, bid, construction, maintenance, and operations.
	Improve outsourced maintenance and consider community-based support.
	Secure ongoing funding by regularly applying for grants.
	Promote community buy-in (pay for ongoing initiatives).
	Track life-cycle of projects and what happens post-implementation.
	Create clear phasing and buy-in on projects with everyone on-board at the city level.
	Be mindful of future land acquisition opportunities.
	Leverage public-public partnerships where possible: County-owned recreation center and parks, library, etc.

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Midvale City owns and maintains approximately 86.8 acres of land across 12 parks and open spaces. With a few exceptions, most parks are small, under two acres. Additionally, several parks maintained by the City are not City-owned.

The largest park, Midvale City Park, spans over 20 acres and offers a diverse range of amenities, including courts, fields, and other improvements. Other parks feature amenities such as baseball fields, pickleball courts, and playgrounds, though these features are only available in select locations.

PARK AMENITIES DISTRIBUTION

The diagram on the next page illustrates the distribution of Midvale City's parks features across four categories:

- Active amenities (e.g., ball courts, fields, playgrounds)
- Passive amenities (e.g., lawns, benches)
- Event/flex amenities (e.g., pavilions, restrooms, parking)
- Educational amenities (e.g., signage, informational kiosks)

Overall, active amenities are the most prevalent, followed by passive, event/flex, and lastly educational amenities.

Looking at amphitheater in Midvale City Park

Source: https://rent.backstageutah.com/listing/midvale-performing-arts-center/

PARKS & PROXIMITY

Maps later in this section show the locations of Midvale City's parks in relation to schools and other recreational facilities. The following pages provide snapshots of each of the City's 12 parks, highlighting their amenities, strengths, weaknesses, opportunities, and photos.

EXISTING AMENITIES SUMMARY:

Amenity	Quantity
Pavilions / Picnic Areas	6
Playgrounds	8
Basketball Courts	2
Baseball / Softball Fields	2
Tennis Courts	2
Pickleball Courts	12
Soccer Fields	6
Volleyball Court	1
Disc Golf Course (9-hole)	1
Splash Pad	1
Outdoor Stage	1
Dog Parks	2
Restrooms	6

MIDVALE'S PARK SYSTEM
TODAY AT A GLANCE

Note: Some activities are included in more than one category.

Parks within the City offer a range of amenities designed to serve different community needs and experiences.

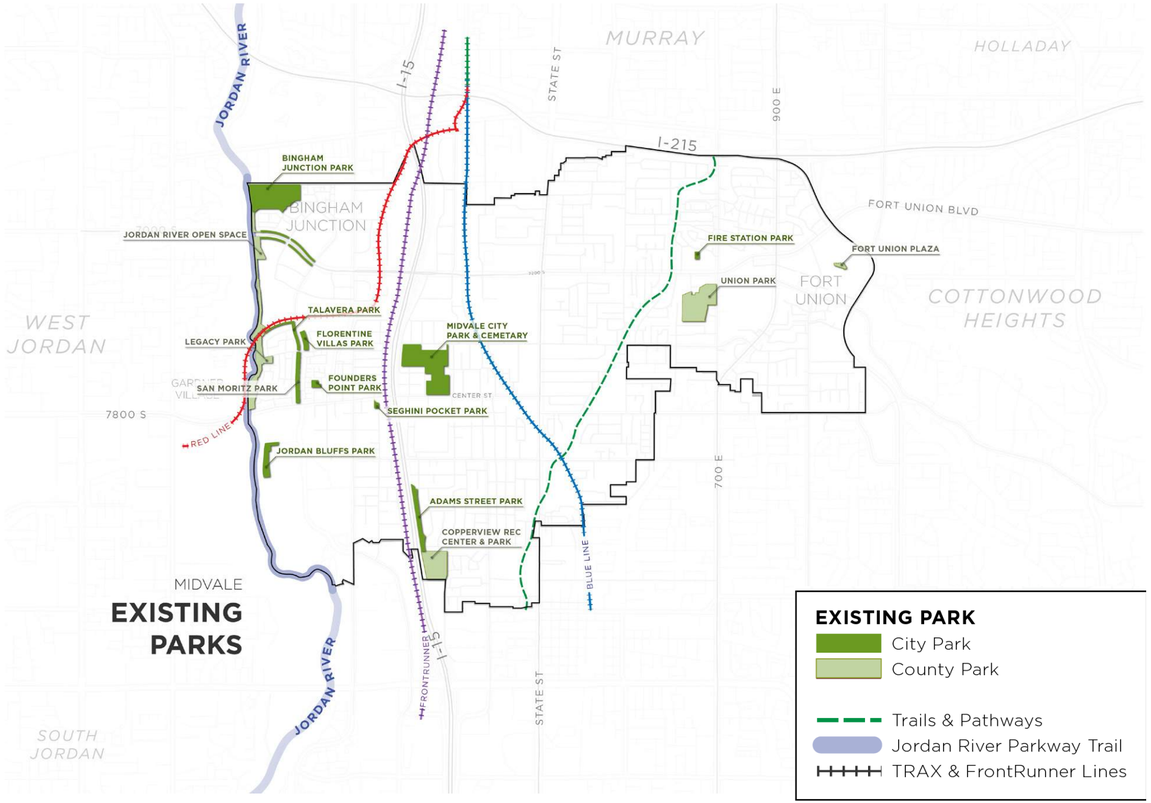
Active amenities include features such as playgrounds, sports fields, courts, and fitness equipment that support recreation.

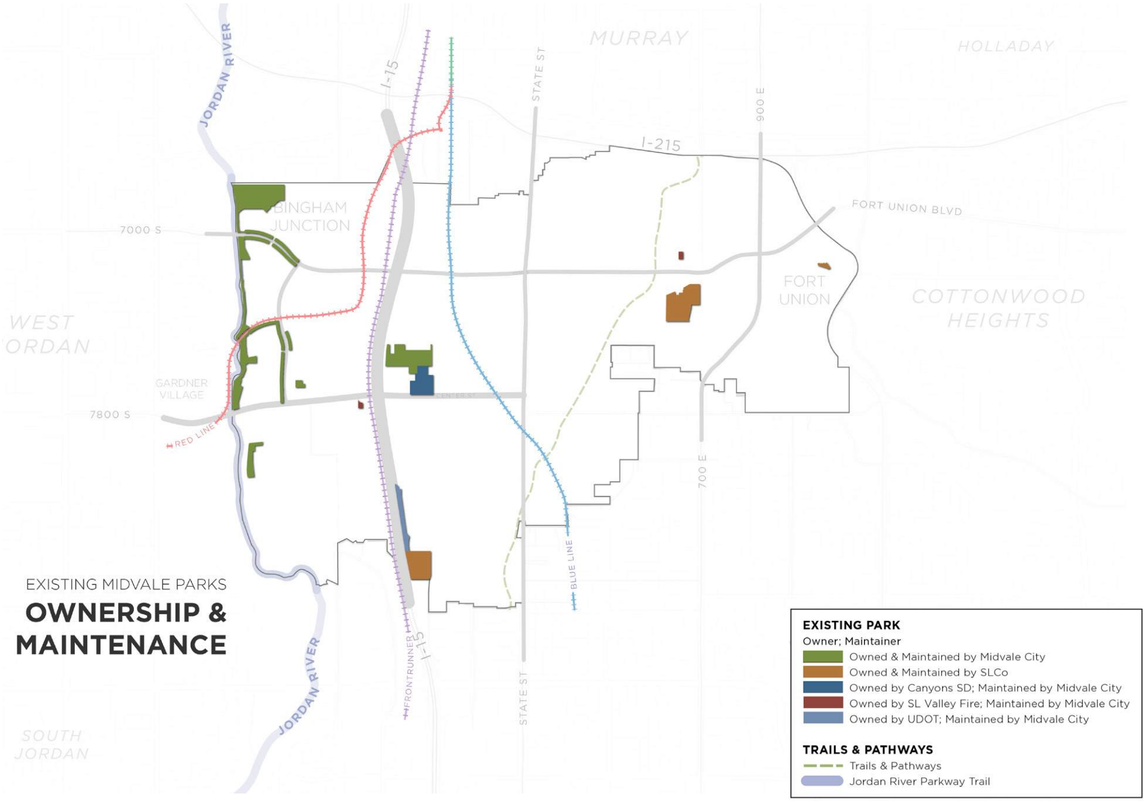
Passive amenities focus on relaxation and connection to the environment, such as open lawns, seating areas, walking paths, and natural landscapes.

Educational amenities incorporate interpretive signage, demonstration gardens, and outdoor classrooms that promote learning and environmental awareness.

Event and flex spaces are adaptable areas—like plazas, amphitheaters, or open lawns—that can host community events, markets, performances, or informal gatherings.

Each park may serve one or more of these functions and is typically classified based on its size, service area, and purpose—ranging from small neighborhood parks to large community or regional parks that offer broader amenities and attract visitors from across the City and beyond. Highlighted section of the graphic show amenities currently existing in Midvale City park system.


JORDAN RIVER
I-15
STATE ST
MURRAY
HOLLADAY
900 E
I-215
FORT UNION BLVD
BINGHAM JUNCTION PARK
BINGHAM JUNCTION
JORDAN RIVER OPEN SPACE
FIRE STATION PARK
FORT UNION PLAZA
UNION PARK
FORT UNION
COTTONWOOD HEIGHTS
WEST JORDAN
TALAVERA PARK
LEGACY PARK
FLORENTINE VILLAS PARK
MIDVALE CITY PARK & CEMETARY
GARDNER VILLAGE
SAN MORITZ PARK
FOUNDERS POINT PARK
CENTER ST
7800 S
SEGHINI POCKET PARK
RED LINE
JORDAN BLUFFS PARK
ADAMS STREET PARK
COPPERVIEW REC CENTER & PARK
700 E
BLUE LINE
FRONTRUNNER
SOUTH JORDAN
MIDVALE
EXISTING PARKS
EXISTING PARK
City Park
County Park
Trails & Pathways
Jordan River Parkway Trail
TRAX & FrontRunner Lines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FORT UNION
COTTONWOOD HEIGHTS
WEST JORDAN
GARDNER VILLAGE
7800 S
RED LINE
700 E
BLUE LINE
FRONTRUNNER
SOUTH JORDAN
EXISTING MIDVALE PARKS
OWNERSHIP & MAINTENANCE
EXISTING PARK
Owner; Maintainer
Owned & Maintained by Midvale City
Owned & Maintained by SLCo
Owned by Canyons SD; Maintained by Midvale City
Owned by SL Valley Fire; Maintained by Midvale City
Owned by UDOT; Maintained by Midvale City
TRAILS & PATHWAYS
Trails & Pathways
Jordan River Parkway Trail

PARK CLASSIFICATIONS

Local Parks are defined as **less than 2 acres** in size and have minimal amenities. Open lawn areas, picnic tables, benches, trees, and sometimes a playground are found at these types of parks. Local parks usually serve the immediate residential neighborhood and tend to be within walking distance of most residents' homes. These parks may be built by developers.

LOCAL
PARKS

Neighborhood Parks are larger than local parks, averaging **2 to 10 acres** in size, and provide a few more amenities. They typically have sport courts or fields, walking paths, trees, open turf areas, playgrounds, pavilions, picnic areas, seating and sometimes a restroom. These parks may be built by developers.

NEIGHBORHOOD
PARKS

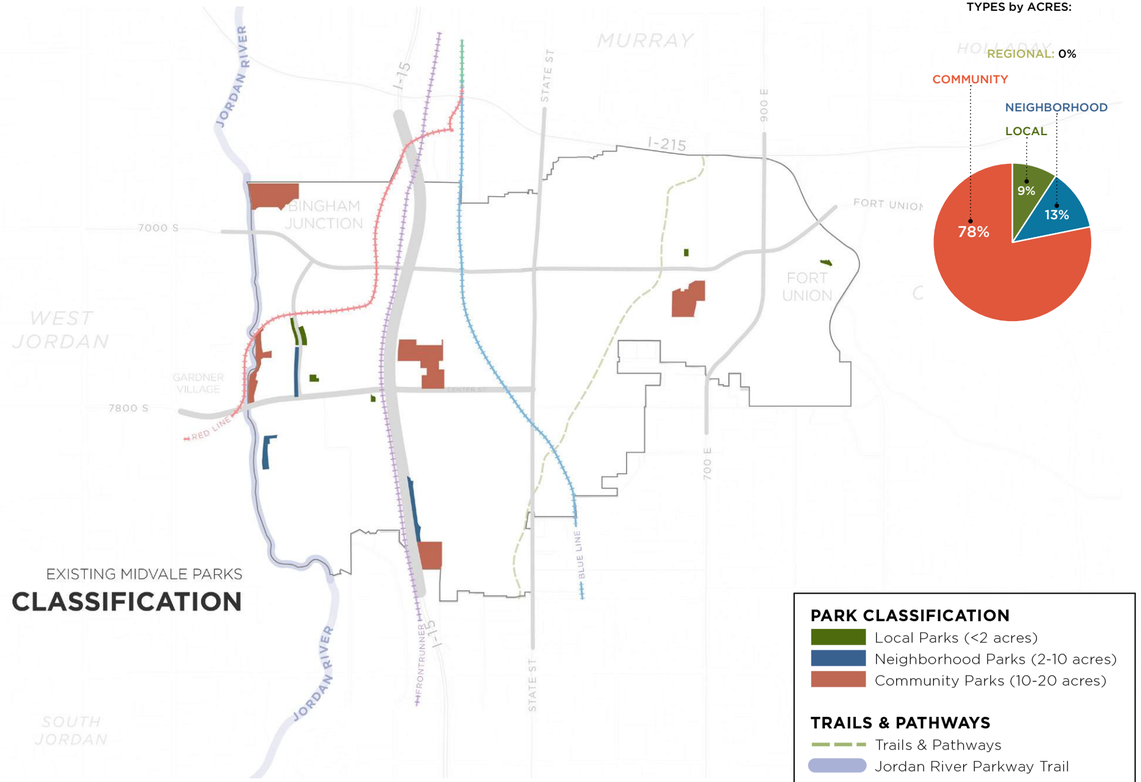
Community Parks are the next step up in park size, typically covering **10 to 20 acres** of land. They tend to have amenities and features that draw from the wider community. Features include larger sports fields and courts, bigger playgrounds, perimeter walking trails, restrooms, trees, large open grassy areas, picnic areas, and seating. These parks are typically constructed by the City or County.

COMMUNITY
PARKS

Regional Parks are the largest parks and have a regional draw as the name indicates. These parks are designed to serve a larger area that may extend City boundaries and often have robust and specialty amenities. They are typically **20 acres or larger** and may have a sports complex, aquatics facility or splashpad/spray park as examples of specialized amenities. They also likely include any of the amenities of a community park. These parks are typically constructed by the City or County.

REGIONAL
PARKS

EXISTING MIDVALE PARKS
CLASSIFICATION



LOCAL PARKS

Local parks are defined as less than two acres in size and have minimal amenities. They tend to address limited, isolated, or unique recreational and aesthetic needs. They sometimes serve as a recreational and beautification space where acquisition of larger parks is not possible. Open lawn areas, picnic tables, benches, trees, and sometimes a playground or pavilion are found at these types of park. Local parks usually serve the immediate residential neighborhood and tend to be within walking distance of most residents' homes.

Local parks have less than a quarter-mile service radius.

MAINTENANCE SHOULD INCLUDE:

- Basic lawn care and landscape care.
- Landscape shrubs and vegetation.
- Playground maintenance.

THEY WILL GENERALLY INCLUDE A MINIMUM OF:

- Small play area/tot lot for young children or pavilion.
- Creative play equipment is encouraged.
- Benches or small picnic facilities.
- Manicured landscaping (i.e.. lawn, flower beds, trees).

6 LOCAL PARKS

8 PARK ACRES

1. Florentine Villas Park
2. Founders Point Park
3. Legacy Park
4. Talavera Park
5. Fire Station Park
6. Seghini Pocket Park

An example of one of Midvale City's local parks

Source: Google Earth

NEIGHBORHOOD PARKS

Neighborhood parks are larger than local parks, averaging two to ten acres in size, and provide a few more amenities. They should serve as the recreational and social focus of the neighborhood. They can provide informal, active, and reflective recreational options for all ages. These parks create a sense of place for a neighborhood.

They typically have a quarter- to half-mile service radius uninterrupted by non-residential roads or other physical barriers. Often they are connected to and by trails, sidewalks or low-volume streets and are within walking or biking distance of most residents. They should have high-visibility to surrounding streets for public safety.

MAINTENANCE SHOULD INCLUDE:

- General lawn care
- Shrubs and other vegetation care
- Court upkeep and maintenance
- Pavilion maintenance
- Playground cleaning and upkeep

THEY SHOULD GENERALLY INCLUDE:

- Medium size children's playground
- Small/medium pavilion and associated picnic table and other amenities
- Open play areas for practice or pickup games
- Manicured landscaping (i.e. lawn, flower beds and trees)
- Bike racks
- Available off-street parking spaces for five to ten acre parks. No off-street parking is required for two to five acre parks unless on-street parking is limited.

ADDITIONAL ACTIVE RECREATIONAL FEATURES MAY INCLUDE:

- Game courts including basketball courts, pickleball courts, tennis courts, and volleyball courts
- Low-impact recreation options (i.e. bocce ball, horseshoes, outdoor chess tables)
- Organized ballfields (Soccer, Baseball. Softball, etc.)

REFLECTIVE RECREATIONAL FEATURES, WHICH MAY INCLUDE:

- Internal trails, connecting to trails or City sidewalks
- Picnic/sitting areas
- Restrooms

3 NEIGHBORHOOD PARKS

11 PARK ACRES

1. Adams Street Park
2. Jordan Bluffs Park*
3. San Moritz Park

**Note: Jordan Bluffs Park is planned for future expansion to a Regional size park.*

Midvale City event at a neighborhood park

Source: Midvale Arts

COMMUNITY PARKS

Community parks are the next step up in park size, typically covering ten to twenty acres of land. They tend to have amenities and features that draw from the wider community and serve a broader purpose than a neighborhood park. Their focus should be meeting community-based recreation and gathering needs.

These parks should serve two or more neighborhoods and their service radius is one mile. They tend to be served by arterials, collector streets and trail networks; they are often geographically centered.

MAINTENANCE SHOULD INCLUDE:

- General lawn care
- Shrubs and other vegetation care
- Court upkeep and maintenance
- Pavilion maintenance
- Playground cleaning and upkeep
- Snow removal from parking lot

THEY SHOULD GENERALLY INCLUDE:

- Large play structure
- Medium/large pavilion with picnic tables
- Informal ball fields for youth play
- Game courts including basketball courts, pickleball courts, tennis courts, and volleyball courts
- Low-impact recreation options (i.e. bocce ball, horseshoes, outdoor chess tables)
- Parking lot
- Bike racks
- Information kiosks
- Restrooms
- Manicured landscaping (i.e. lawn, flower beds and trees)

THEY MAY INCLUDE:

- Organized Ballfields (Soccer, Baseball. Softball, etc.)
- Splash pads, Etc.

INFORMAL AND PROGRAMMED ACTIVE RECREATION FACILITIES, WHICH MAY INCLUDE:

- Disc golf area, climbing wall, skate park, and other similar popular activities
- Jogging trails

REFLECTIVE RECREATION FACILITIES, WHICH SHOULD INCLUDE:

- Internal trails, connecting to greenway trails or City sidewalks
- Individual and reservable group picnic/ sitting areas
- General open space

3 COMMUNITY PARKS

68 PARK ACRES

1. Bingham Junction Park
2. Midvale City Park
3. Jordan River Open Space

Band playing at amphitheater at Midvale City Park

Source: Midvale Arts

REGIONAL PARKS

Regional parks are the largest parks and have a regional draw as the name indicates. These parks are designed to serve a region and often have robust and specialty amenities. They are typically twenty acres or larger. Regional parks typically have a two to five mile service radius. Specialty parks such as skate and bike parks are also included in this category because of their unique regional draw. They may not follow the standards below.

MAINTENANCE SHOULD INCLUDE:

- General lawn care
- Shrubs and other vegetation care
- Court upkeep and maintenance
- Pavilion maintenance
- Playground cleaning and upkeep

THEY SHOULD INCLUDE:

- Large play structures
- Multiple medium and large pavilions with picnic tables
- Restrooms
- Multiple regulation sized game courts (basketball, tennis, etc.)
- Active recreation options (i.e. baseball and soccer fields)
- Parking Lot
- Manicured landscaping (i.e. lawn, flower beds and trees)

REFLECTIVE RECREATION FACILITIES, WHICH SHOULD INCLUDE:

- Internal trails, connecting to City sidewalks and trails
- Reservable group picnic/sitting areas
- General open space

INFORMAL AND PROGRAMMED ACTIVE RECREATION FACILITIES MAY INCLUDE:

- Disc golf area, climbing wall, or other similar unique amenity
- Jogging trails

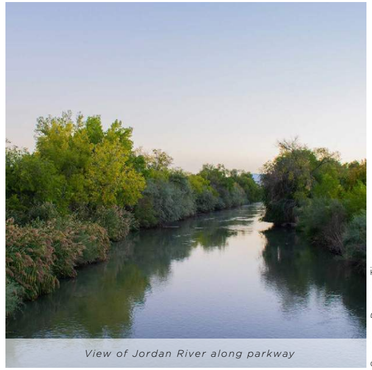
SMALLER SPECIALTY FACILITIES AND PARKS THAT SERVE THE SAME SERVICE LEVEL OF A REGIONAL PARK MAY INCLUDE:

- Facilities for outdoor concerts, plays, farmers' markets, Rodeo, and weddings
- Skate Parks
- Climbing Walls
- Splash Pads
- Ornamental Gardens
- Historic and cultural sites
- Mountain bike parks

1 PLANNED REGIONAL PARK

0 PARK ACRES

1. Jordan Bluffs Park (future build-out per plans)



View of Jordan River along parkway

Source: DreamsTime

LEVEL OF SERVICE (LOS)

Level of Service (LOS) measures the amount of park space a City has for its residents. It helps determine if current and future park needs are being met.

HOW IT'S CALCULATED:

1. Acres-to-Population Ratio:
   Total park acres divided by population, multiplied by 1,000
   - Example: Midvale City has 86.87 acres of park land and 35,500 people, resulting in 2.45 acres per 1,000 residents.
2. Geographic Distribution:
   Looks at whether parks are located near where people live.

WHY DOES IT MATTER?

LOS is a useful planning tool, but it treats all parks as equal. For example:

- In dense areas, small local parks close to homes are vital.
- In places like Midvale City, where many people have backyards, larger parks with unique amenities may be more valuable.

KEY POINT:

- LOS can also be measured by park type (local, neighborhood, community, regional) to better understand if each type meets residents' needs. Overall, LOS is just one tool – cities should also consider access, quality, and amenities to best serve their communities.

EXISTING LOS CALCULATIONS

LOS is just one measure that helps the City determine whether it is meeting its residents current and future needs.

Another point to take into account is that one LOS number treats all Midvale City's parks as equal. However, LOS can be applied to park types as well. You can find that Midvale City has the following park-specific levels of service above.

ALTERNATE LOS CALCULATIONS

In the actual use of park spaces by Midvale City residents, County-owned and Canyon School District areas should also be acknowledged to understand a more complete picture of level of service. The above calculations incorporate County parks, the full build-out of Jordan Bluffs Park as a regional park, and portions of some school grounds which are accessible to residents during summers and weekends.

EXISTING LOS CALCULATIONS

0.23 Local Park
acres per 1,000 residents

0.30 Neighborhood Park
acres per 1,000 residents

1.92 Community Park
acres per 1,000 residents

0.00 Regional Park
acres per 1,000 residents

2.45 system-wide
acres per 1,000 residents

ALTERNATE LOS CALCULATIONS

0.95 Local Park
acres per 1,000 residents

0.65 Neighborhood Park
acres per 1,000 residents

2.45 Community Park
acres per 1,000 residents

0.70 Regional Park
acres per 1,000 residents

4.75 system-wide
acres per 1,000 residents

BEST PRACTICES

The National Recreation and Park Association (NRPA) recommends that park and recreation agencies aim for **10 acres of parkland per 1,000 residents** and offer a variety of facilities and programs to meet community needs.

FACILITY VARIETY:

Agencies should offer a mix of facilities, including playgrounds, hiking and biking trails, senior centers, sports fields, and swimming pools.

PROGRAMMING:

Offer a range of programs, such as team sports, individual sports, and other recreational activities.

Kids playing on Union Park playground

Source: Utah Adventure Family

COMMUNITY NEEDS:

Park and recreation agencies should tailor their offerings to meet the specific needs and demands of their communities.

PARK METRICS:

The NRPA uses its "Park Metrics" tool to help agencies benchmark their performance against their peers and identify areas for improvement.

NO UNIVERSAL STANDARD:

There are no longer nationally accepted standards for parks and recreation planning, and each community must determine its own standards and level of service (LOS) metrics based on its unique needs and priorities.

FOCUS ON EQUITY:

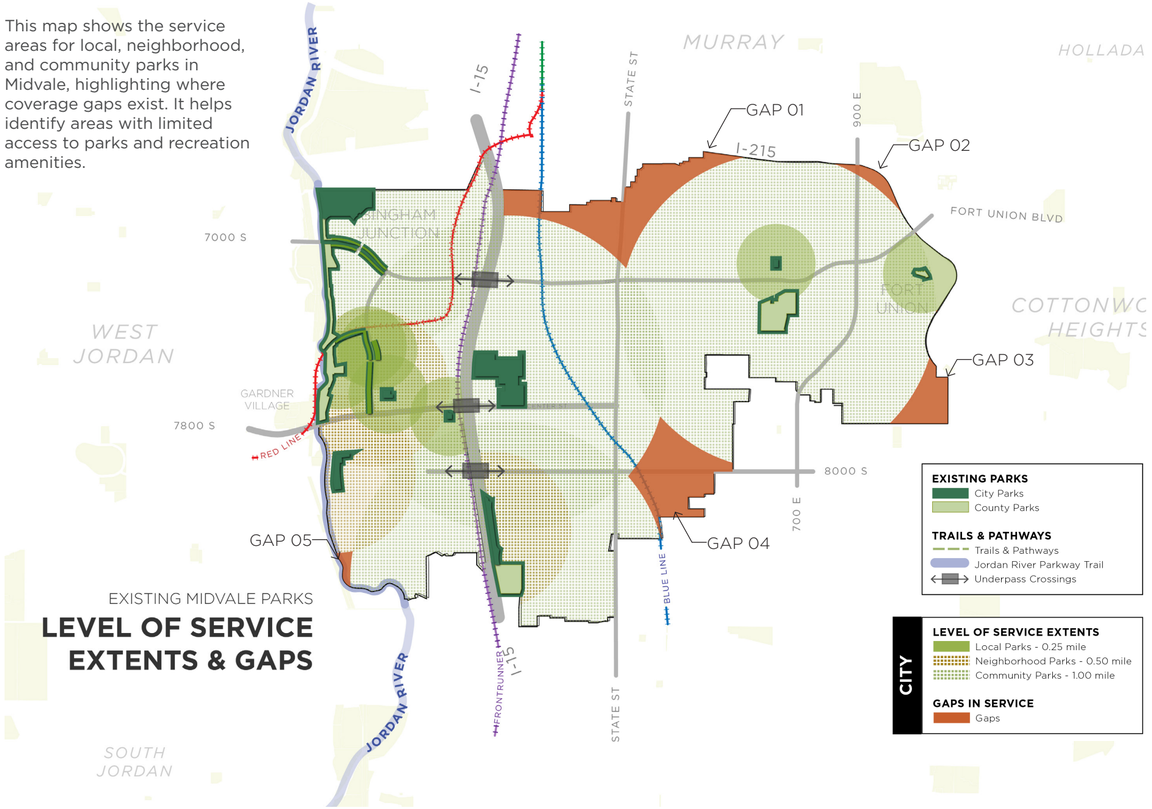
Ensure that all members of the community have access to parks and recreation opportunities.

DATA COLLECTION:

Use data collection methods, such as user counts and observations, to evaluate park use and quality.

Fireworks in Midvale

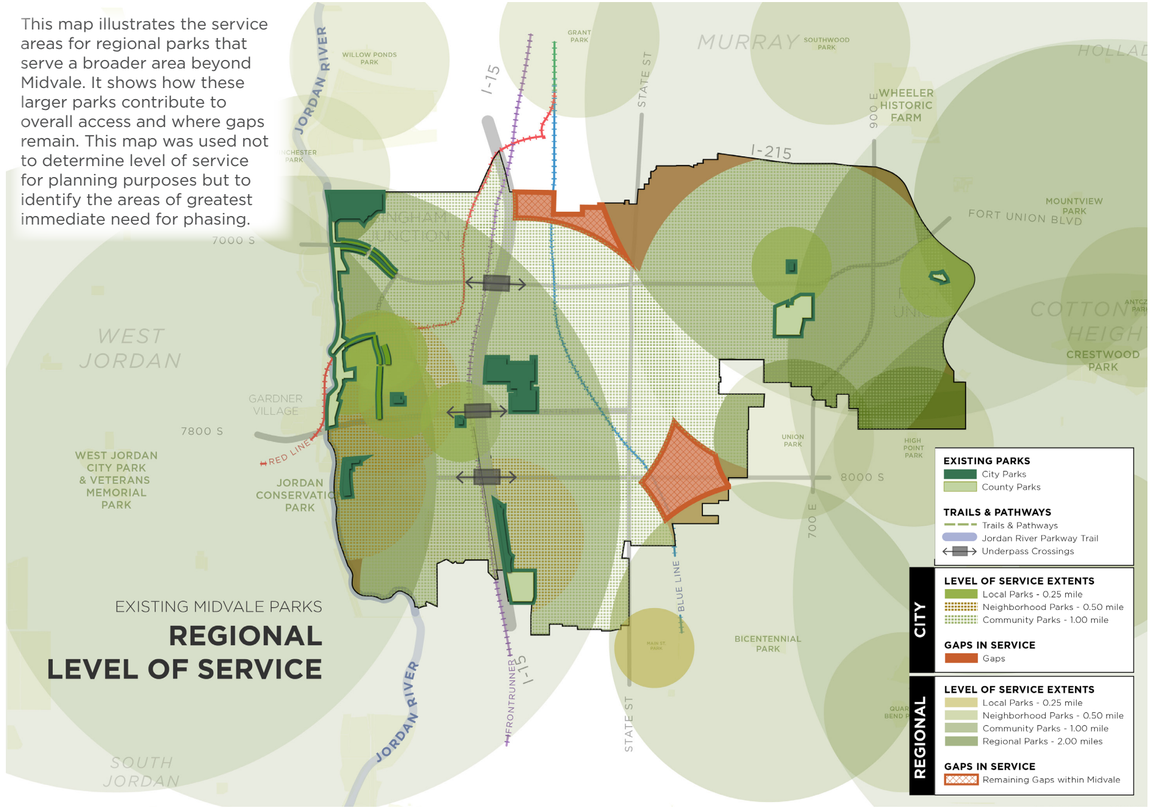
This map shows the service areas for local, neighborhood, and community parks in Midvale, highlighting where coverage gaps exist. It helps identify areas with limited access to parks and recreation amenities.



EXISTING MIDVALE PARKS

LEVEL OF SERVICE EXTENTS & GAPS

This map illustrates the service areas for regional parks that serve a broader area beyond Midvale. It shows how these larger parks contribute to overall access and where gaps remain. This map was used not to determine level of service for planning purposes but to identify the areas of greatest immediate need for phasing.



EXISTING MIDVALE PARKS

REGIONAL LEVEL OF SERVICE

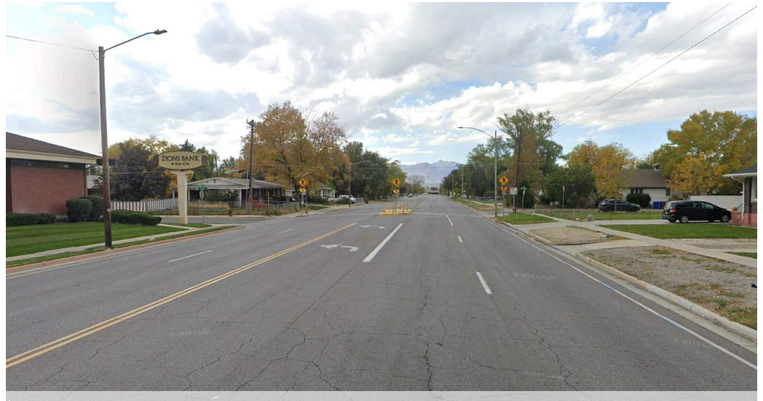
Existing Active Transportation Network

Midvale City's active transportation (AT) network consists primarily of north-south trails along the Jordan River corridor with infrastructure gaps and connectivity challenges beyond the Jordan River corridor. This is due to the transportation barriers presented by numerous north-south corridors such as I-15, the Frontrunner/Union Pacific rail lines, TRAX, and canals.

Local neighborhood streets with lower speeds and traffic volumes can support pedestrians and cyclists, however, there are no dedicated AT facilities along Midvale City's commuter streets. Major north-south barriers such as I-15 and State Street also create challenges for safe, convenient and comfortable AT opportunities beyond local streets. Existing constraints signal a need to expand the City's AT network.

STRENGTHS & OPPORTUNITIES

Despite existing limitations, there is potential to develop a robust backbone network and increase multi-modal opportunities in Midvale City. Major commuter corridors, such as Center Street and 7500 South, connect neighborhoods to local and regional destinations and provide a direct route between east and west Midvale.



Street view of Center Street looking West

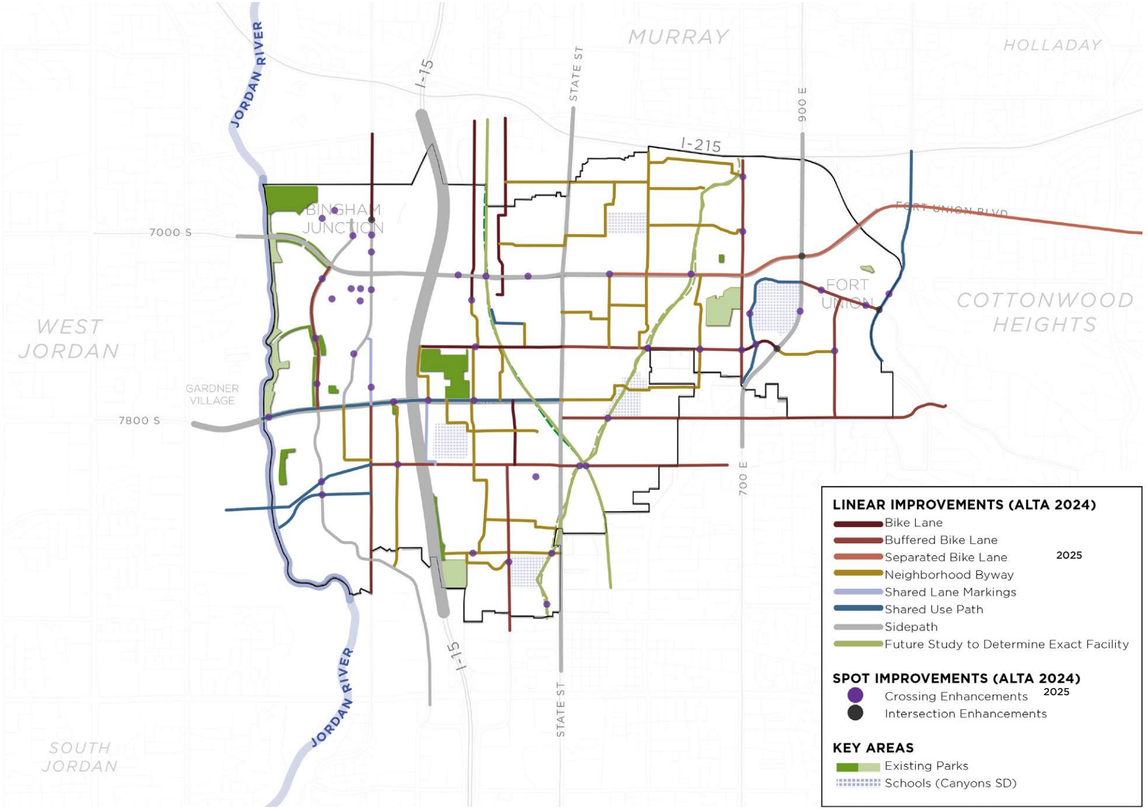
Source: Google Earth Street View

Main Street, TRAX and the canal corridors connect north and south regions of Midvale as well as City and neighborhood centers. Developing AT infrastructure along these corridors would fill in critical gaps, circumvent crossing barriers and create a safe, convenient and continuous AT network. The map on **page 03.17** outlines Midvale City's current and future active transportation infrastructure identified from previous studies and includes multi-use paths, buffered bike lanes, bike lanes, neighborhood byways and crossing enhancements. The map identifies network gaps and development opportunities.

NETWORK GAPS / DEVELOPMENT OPPORTUNITIES INCLUDE:

- 6790 South: Connecting Jefferson Street to 300
- 7200 S / Fort Union Boulevard
- 7500 S and Tuscany View Rd
- 7800 S from State Street east to City Limits

By addressing current network challenges, strengths and opportunities, Midvale can create a more connected, inclusive, and multimodal transportation system that supports Midvale's vision for a diverse, vibrant and connected community.



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EVALUATING SCENARIOS

Through a series of workshops, the project steering committee reviewed multiple options and worked together to prioritize key improvements and locations that align with the City's goals—particularly along important corridors, near new developments, and in areas with strong transit access. Key opportunity sites and potential trail network extensions were identified as part of previous studies, existing plans, and opportunities and challenges expressed by the public. Public feedback was gathered through the survey and engagement events, helping to shape priorities based on community needs and preferences.

The final scenario reflects a shared vision that addresses existing gaps and barriers to access, while positioning the proposed parks and trails system to support future growth and connectivity across the city.

The chapter is divided into the following sections:

- **Proposed Scenario Process**
- **Anticipated Level of Service**
- **Trail System Recommendations**
- **Existing Parks System Enhancements**
- **Proposed Parks System Recommendations**

Steering committee reviewing proposed scenario

Assets, challenges, recommendations, anticipated timelines, partnerships, estimated cost ranges, and impact are outlined throughout the chapter for each existing and proposed parks and trail improvement. From these considerations a level of priority has been designated for each improvement.

Timeframe
Short: 0-2 years
Medium: 2-5 years
Long: 5-10+ years

Cost (Public Investment)
$: <300,000
$$: 300,000 - 800,00
$$$: = 800,000+

Impact
Low: More public investment and resources
Medium: Moderate public investment and resources
High: Less public investment and resources

Priority
Low: Low impact and high public investment
Medium: Moderate impact and public investment
High: High impact and low public investment

RECOMMENDATION PRIORITIZATION

CRITERIA

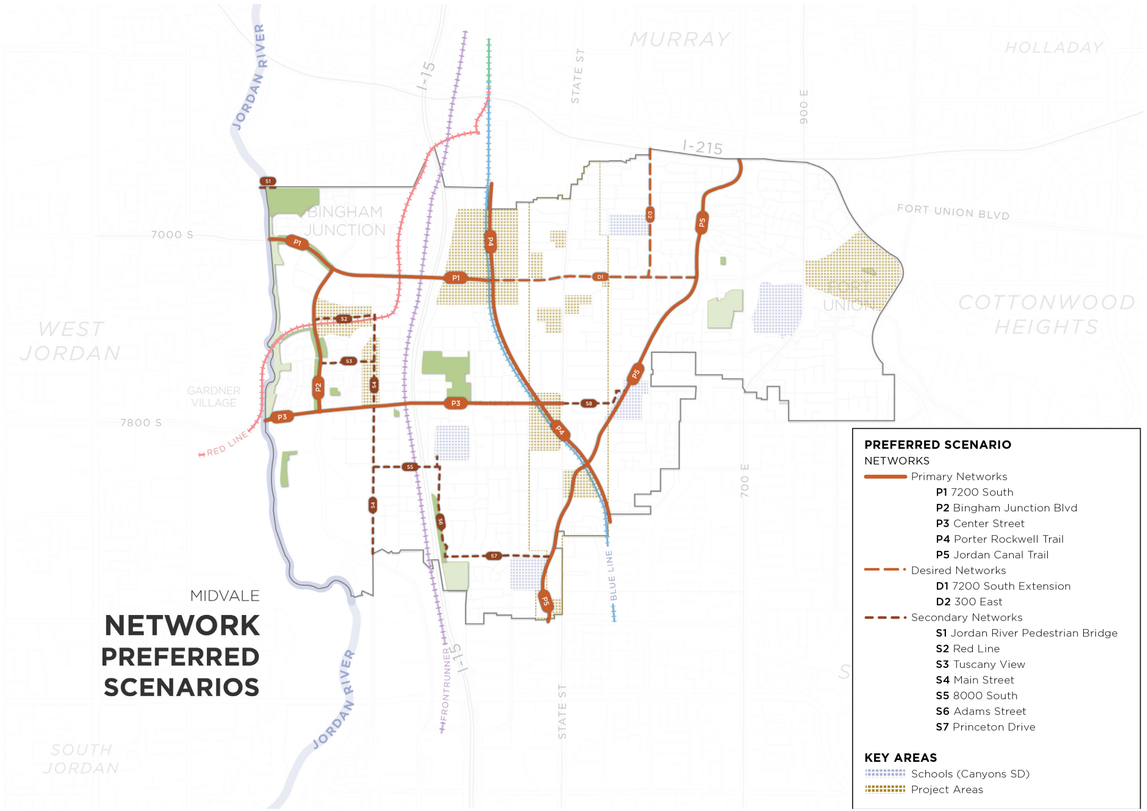
The preferred scenario for parks and trails improvements was selected using a comprehensive set of evaluation criteria designed to balance community need, feasibility, and long-term impact. Projects were assessed based on how well they addressed service gaps and improved the level of service in underserved areas, and whether the park or trail type and size aligned with the needs of the surrounding community.

The project team considered synergy with transportation and open space plans, accessibility within existing networks, and feasibility in terms of technical and regulatory attainability. Cost-effectiveness, including life cycle costs relative to impact, also played a key role. Additional considerations included land ownership and the degree of control, the extent of partnerships required, and barriers to implementation, such as legal, environmental, or logistical constraints.

Each potential improvement was evaluated as attainable, a potential opportunity, a challenge, or an area needing further exploration—ensuring that selected priorities are both strategic and actionable.

SERVICE GAPS / LEVEL OF SERVICE IMPACT PROJECT LOCATION SERVES THE UNDERSERVED	**PARK TYPE (or TRAIL TYPE) / SIZE** AMENITIES MEET THE NEEDS OF THE AREA
SYNERGY (w/ TRANSPORTATION or OPEN SPACE) HOW THE PROJECT ALIGNS WITH OTHER FACTORS	**ACCESSIBILITY** HOW EXISTING NETWORKS CONNECT
FEASIBILITY DEGREE OF ATTAINABILITY	**COST** RELATIVE COST TO IMPACT / LIFE CYCLE COSTS
OWNERSHIP OF LAND DEGREE OF CONTROL OVER DEVELOPMENT	**PARTNERSHIPS REQUIRED** DEGREE OF CONTROL VS. OPPORTUNITY
BARRIERS TO IMPLEMENTATION DEGREE OF DIFFICULTY	+ ATTAINABLE ✓ POTENTIAL OPPORTUNITY – CHALLENGE ? EXPLORATION NEEDED

ANTICIPATED LEVEL OF SERVICE (LOS)

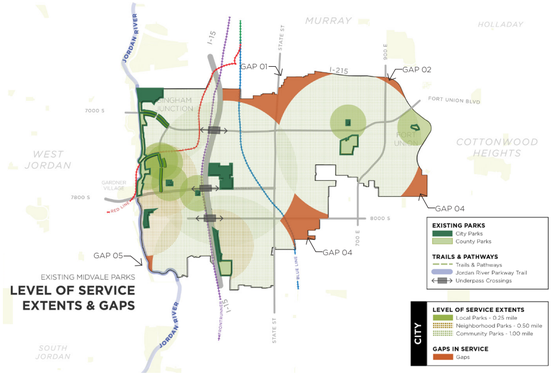


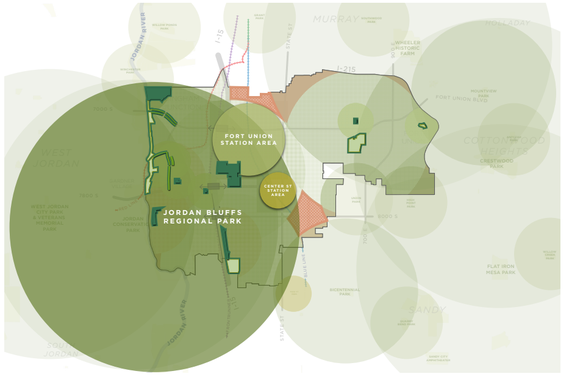
BEFORE

Prior to the proposed improvements, the city's existing park network revealed noticeable gaps in level of service (LOS), particularly in fast-growing residential areas and neighborhoods with limited walkable access to parks or trails. While some parts of the city benefited from a strong distribution of amenities, other areas—especially those on the urban edges or in lower-density zones—faced longer travel distances to the nearest park, limited recreational options, crossing challenges across larger corridors, or a lack of connected trail infrastructure. This imbalance created inequities in access to outdoor spaces and constrained opportunities for daily physical activity, community gathering, and nature engagement across all neighborhoods.

AFTER

With the incorporation of proposed improvements and the addition of new parks and trail connections, the city's level of service is expected to improve significantly. The updated network is designed to close service gaps by introducing parks and flexible open spaces in underserved areas, expanding trail corridors to enhance connectivity, and diversifying amenities to meet a broader range of community needs. These changes will provide more residents with walkable access to parks, reduce barriers to recreation, and support a more equitable distribution of resources citywide. The improved LOS ensures that park access keeps pace with population growth, development trends, and the city's vision for a connected, healthy, and inclusive community.





TRAIL SYSTEM

While a trail isn't considered a park in the traditional sense, trails play an integral role in a city's park system. Trails connect parks, encourage alternative transportation and expand options to experience the outdoors. The trails highlighted in this master plan come from the *Mid-Valley Active Transportation Plan*, which is a proposed network of safe and connected alternative transportation facilities across Midvale. The trails in this plan provide critical links between existing and proposed parks as well opportunities to integrate green, "park-like" infrastructure and expand the urban tree canopy.

Different trail facilities offer different opportunities for green infrastructure and park-like features such as street trees or landscaping. The facility type is dependent on various factors including existing traffic volumes, average traffic speeds, right of way width and existing utilities. Below are a few examples of trail facilities that have potential to incorporate green infrastructure, landscaping and street trees.

SIDEPATH

A sidepath is a bi-directional trail that support various modes of non-motorized travel. It is typically located in the right-of-way and separated from the road by a landscape buffer. The buffer is a great opportunity to integrate green infrastructure strategies such as bioswales to collect and treat stormwater runoff before it is discharged into the municipal drainage system.

PROTECTED BIKE LANE

A protected bike lane is a bike lane located in the roadway and protected from traffic by a vertical barrier. Like a sidepath, the vertical barrier may provide an opportunity for green infrastructure or landscaping.

NEIGHBORHOOD BYWAY

A neighborhood byway is a shared-street scenario where bicyclists and motorists share the roadway. A neighborhood byway is located on a local street with low traffic volumes and speeds and is a cost-effective way to utilize the existing street network to connect local neighborhoods to the greater active transportation network.

To enhance safety and comfort, traffic calming treatments are often installed along a byway corridor. Traffic calming treatments such as curb extensions, pedestrian refuge islands and traffic circles, offer opportunities to incorporate green infrastructure, landscaping and street trees.

With careful planning and targeted investment, these trails can become a notable and functional extension of the Midvale Park system.

Separated Bike Lane with a Vegetated Buffer
Grant Avenue Promenade, Ogden, UT

Source: MGB+A Studio

Curb Extension & Street Tree Planting
The Green Line, Toronto, ON

Source: NACTO

Curb Extensions & Waterwise Landscaping
Elmwood Park, Columbia, SC

Source: Historic Elmwood Park

Pedestrian Refuge Island & Bioswale
Dix Street, Washington DC

Source: City of Detroit

Neighborhood Traffic Circle & Waterwise Landscaping
Oakland Slow Streets, Oakland, CA

Source: PGA Design Land scape Architects

Shared-Use Path & Landscaping
Cultural Trail, Indianapolis, IN

Source: The Epoch Times

7200 SOUTH SIDEPATH & PROTECTED BIKE LANE

NETWORK TYPE

Primary

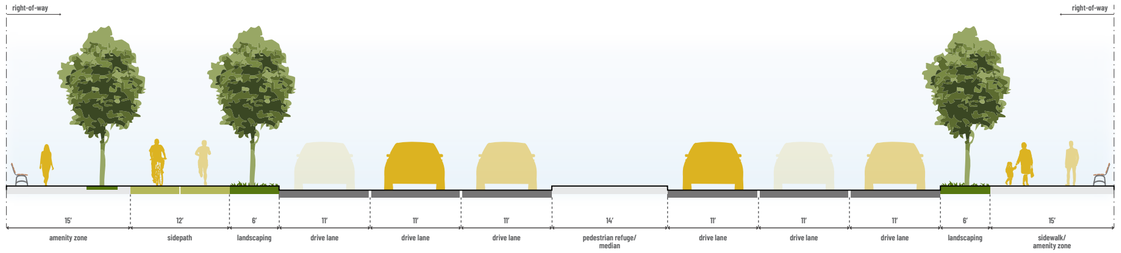
GUIDING PRINCIPLES

RECOMMENDATIONS

The 7200 South Trail would provide a critical east/west connection from Union and Fire Station Park to the Jordan River Trail and park system. The facility would be a sidepath from the Jordan River Trail to Ramanee Drive and transition to separated bike lanes from Ramanee Drive to Union Park Avenue.

A sidepath is a bi-directional trail that is physically separated from the roadway by a landscape buffer, while a separated bike lane is a one-way bike lane in the roadway separated from traffic by a vertical element such as a landscape buffer. Both facilities have the potential to incorporate trees and green infrastructure elements such as a bioswale.

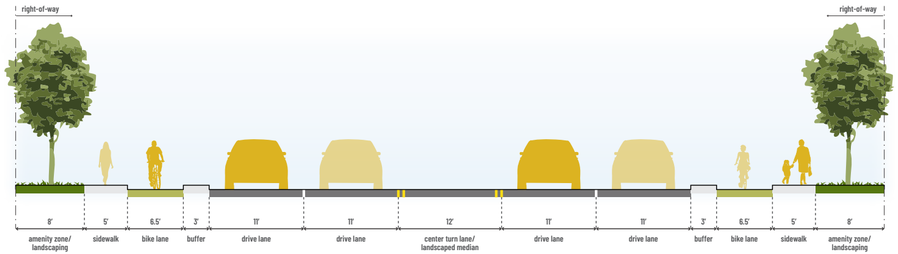
COST	PARTNERSHIPS	TIMEFRAME	POTENTIAL FUNDING SOURCES
$ $ $	UDOT	Long	1. TIF Active 2. UTN 3. TAP 4. BUILD



7200 South Sidepath Cross Section

Jordan and Salt Lake Canal Trail Crossing

Source: Alta Planning + Design



7200 South Separated Bike Lane Cross Section

JORDAN + SALT LAKE CANAL TRAIL

NETWORK TYPE

Primary

GUIDING PRINCIPLES

RECOMMENDATIONS

The Jordan and Salt Lake Canal Trail would create a shared use path along the canal corridor and provide a critical link between two under-served areas in Midvale. The trail would also connect to several key trails like 7200 South, Porter Rockwell and Center Street, which would expand access to the greater parks and trails network of Midvale.

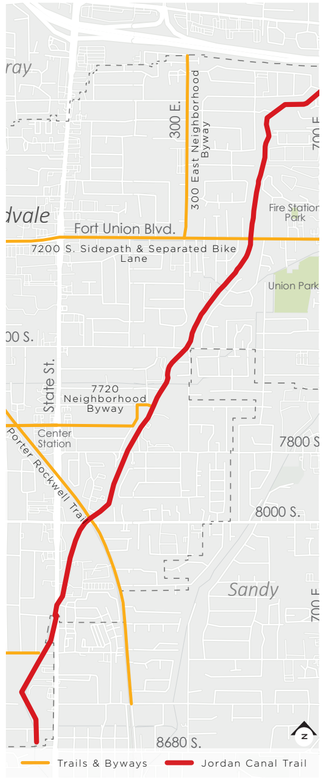
As a shared use path, the Jordan and Salt Lake Canal Trail could accommodate users of all ages and abilities and create a comfortable, trail like experience.

To accomplish this, Midvale City is working with the canal operator (SLC Public Utilities) to determine feasibility and preliminary designs.

Murdock Canal Trail in Utah County

Source: Utah State University

COST	PARTNERSHIPS	TIMEFRAME	POTENTIAL FUNDING SOURCES
$$$	Salt Lake City Public Utilities UDOT	Long	1. TIF Active 2. TAP 3. BUILD 4. UTN



MAIN STREET STREETSCAPE IMPROVEMENTS

NETWORK TYPE

Secondary

GUIDING PRINCIPLES

RECOMMENDATIONS

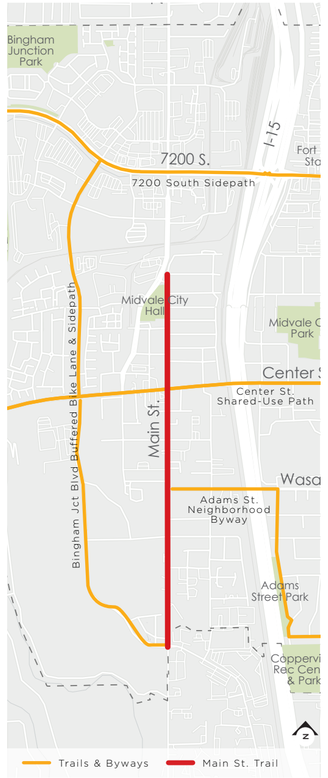
The Main Street Streetscape Improvements would provide a direct north/south connection from downtown Midvale to the Adams Street Neighborhood Byway.

Improvements would include complete streets enhancements such as buffered bike lanes, improved pedestrian crossings, curb extensions (where feasible), and enhanced street tree plantings.

Curb Extension with Tree Grate
Minneapolis, MN

Source: City of Minneapolis

COST	PARTNERSHIPS	TIMEFRAME	POTENTIAL FUNDING SOURCES
$$$	N/A	Medium	N/A



BINGHAM JUNCTION BLVD BUFFERED BIKE LANE & SIDEPATH

NETWORK TYPE

Primary

GUIDING PRINCIPLES

RECOMMENDATIONS

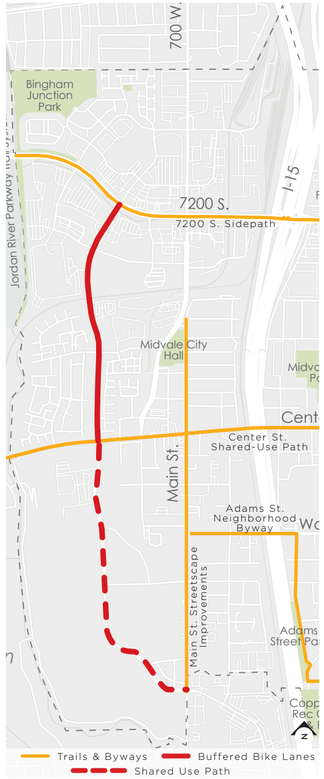
The Bingham Junction Blvd Buffered Bike Lane & Sidepath would connect users to the 7200 South, UTA Bingham Junction Station and Center Street trails. The trail would also connect to the future Jordan Bluffs Regional Park in the southwest Midvale and provide a loop from Bingham Junction through Bluffs Park to the Jordan River Parkway.

The trail facility would be a buffered bike lane from Fort Union Boulevard to Center Street. It would be located in the roadway and separated from vehicles by painted lane markings. Midvale City is applying for funding through WFRC for striping of the buffered bike lanes.

South of Center Street, the facility would transition to a shared-use path. The shared-use path would support bi-directional travel and various modes of non-motorized travel. The landscape buffer that would protect the trail from vehicular traffic could support green infrastructure improvements and the urban tree canopy.

Existing Bingham Junction Blvd

Source: Google Earth Street View



COST	PARTNERSHIPS	TIMEFRAME	POTENTIAL FUNDING SOURCES
$ $ $	UDOT	Medium	1. TIF Active 2. TAP 3. BUILD

Bingham Junction Boulevard Sidepath Rendering

Source: Alta Planning + Design

CENTER STREET SHARED-USE PATH

NETWORK TYPE

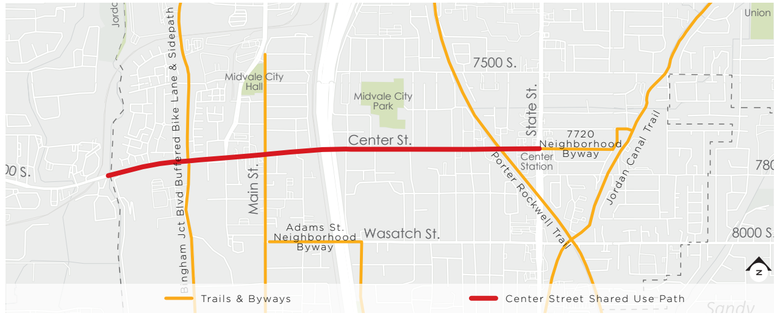
N/A

GUIDING PRINCIPLES

RECOMMENDATIONS

The Center Street Shared-Use Path would link several key destinations including Center Station, Midvale City Park, Main Street and the Jordan River Parkway. The trail would also connect to the Porter Rockwell, Main Street and Bingham Junction trails, creating a cohesive trail network across west and east Midvale.

The shared-use path would be separated from Center Street by a landscape buffer to create a high comfort experience for users of all ages and abilities similar to a linear park. As of summer 2025, Midvale City applied for and was awarded a federal RAISE grant to support the development of the Center Street Shared-Use Path.



Shared-Use Path 300 West, Salt Lake City, UT

Source: Salt Lake Tribune

COST	PARTNERSHIPS	TIMEFRAME	POTENTIAL FUNDING SOURCES
$$$	N/A	Short	1. TIF Active 2. UTN 3. TAP 4. BUILD

PORTER ROCKWELL TRAIL

NETWORK TYPE

Primary

GUIDING PRINCIPLES

RECOMMENDATIONS

The Porter Rockwell Trail would create a continuous north/south trail from Murry to Sandy City along or near the UTA TRAX Blue Line corridor. The trail would link to the existing Porter Rockwell Trail in Sandy as well as Center Station, Fort Union Station in Midvale. The trail would also connect to several key including Center Street and 7200 South.

The trail facility would likely be a combination of a shared use path and neighborhood byway. The shared use path would be located along key segments of the UTA corridor while the byways segments would take advantage of nearby neighborhood streets. Midvale City is currently conducting a study to determine the final alignment.

Rail with Trail Porter Rockwell Trail, Sandy, UT

Source: Salt Lake Tribune

COST	PARTNERSHIPS	TIMEFRAME	POTENTIAL FUNDING SOURCES
$$$	UTA UDOT	Long	1. TIF Active 2. TAP 3. BUILD 4. UTN

ADAMS STREET NEIGHBORHOOD BYWAY

NETWORK TYPE: N/A

GUIDING PRINCIPLES

RECOMMENDATIONS

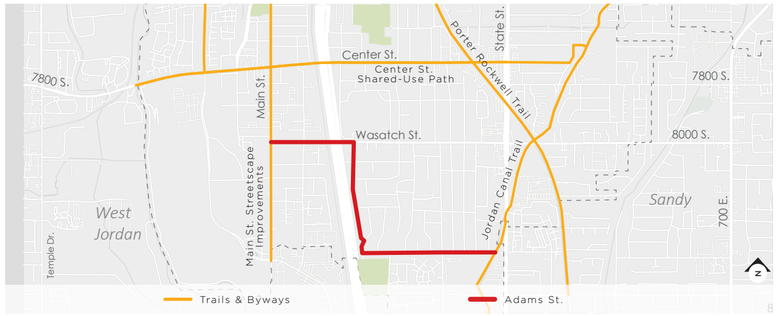
The Adams Street Neighborhood Byway would link to Adams Street Park and the Copperview Rec Center & Park and terminate at two major north/south trails in east and west Midvale. It would provide one of three trail crossings under I-15 and create a trail opportunity in a under served area in the community.

These network of streetscape improvements in conjunction with Adams Street Park would create a linear green corridor linking several community destinations. Planned improvements should include:

Wasatch Drive - buffered bike lanes, curb extensions, and enhanced street tree plantings

Adams Street - Enhanced street tree plantings

Princeton St - Neighborhood byway treatments and enhanced tree plantings.



Buffered Bike Lane
Corvallis, OR

Source: Zicla

COST	PARTNERSHIPS	TIMEFRAME	POTENTIAL FUNDING SOURCES
$ $ $	UDOT	Medium	1. TIF Active 2. TAP 3. BUILD

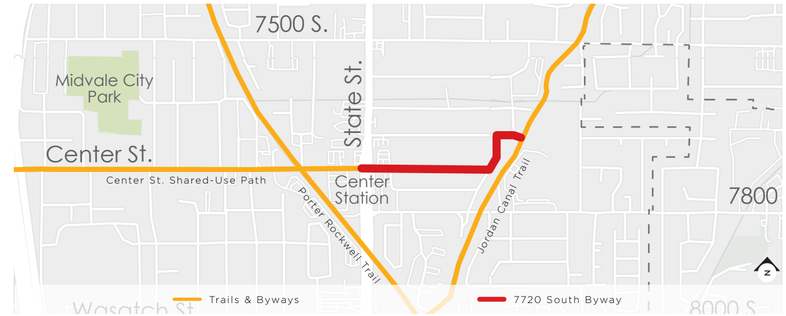
7720 SOUTH NEIGHBORHOOD BYWAY

NETWORK TYPE: N/A

GUIDING PRINCIPLES

RECOMMENDATIONS

The 7720 South Neighborhood Byway would link the Center Street Trail to the Jordan and Salt Lake Canal Trail as a neighborhood byway. The connection would provide access to the greater Midvale park system from the northeast to center west regions relying exclusively on the trail system.



Neighborhood Byway with Traffic Calming
Portland, OR

Source: Bike Portland

COST	PARTNERSHIPS	TIMEFRAME	POTENTIAL FUNDING SOURCES
$ $ $	N/A	Short	N/A

300 EAST NEIGHBORHOOD BYWAY

NETWORK TYPE

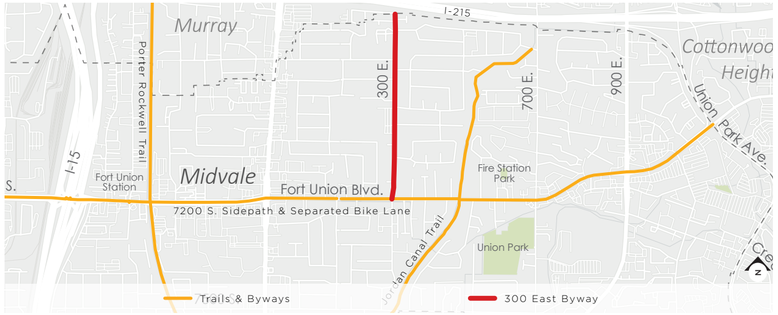
N/A

GUIDING PRINCIPLES

RECOMMENDATIONS

The 300 East Neighborhood Byway would create a north/south connection from an under served area in Midvale to the 7200 South Trail. From 7200 South, users could access the Jordan and Salt Lake Canal Trail or the Porter Rockwell Trail, which would link users to the greater park and trail network. The byway would also connect to an existing pedestrian bridge at the northern terminus, providing a safe and accessible crossing over I-215.

The 300 East Byway would take advantage of low volume and vehicular speeds to create a shared street scenario. Wayfinding and traffic calming elements may be incorporated to enhance safety and the user experience.



Curb Extension with Tree Plantings
Bloomington, IL

Source: Calgary Transpo

Neighborhood Byway
Ankeny Street, Portland, OR

Source: Wikipedia, Michael Andersen

COST	PARTNERSHIPS	TIMEFRAME	POTENTIAL FUNDING SOURCES
$ $ $	N/A	Medium	N/A

EXISTING PARK SYSTEM

Midvale City's parks form the heart of the community's recreational network, offering residents access to safe, welcoming, and inclusive outdoor spaces. These parks vary in size, function, and character. From large, amenity-rich regional parks to small neighborhood pocket parks, these parks reflect the diverse needs of Midvale's residents. Together, they create an essential network of places for play, rest, gathering, and connection to nature.

As with the City's trail system, the existing park network has areas of strength as well as room for improvement. Some parks are community gathering hubs with active programming and a range of amenities, while others serve quieter roles, offering open green space or passive recreational use.

This section provides an overview of Midvale City's current park system, evaluating each park's existing conditions, strengths, challenges, and opportunities for future improvement. These evaluations help inform targeted recommendations to enhance usability, accessibility, ecological value, and community benefit across the park network. The recommendations aim to revitalize existing parks, extend their usefulness, and better align them with community needs and the latest recreational standards.

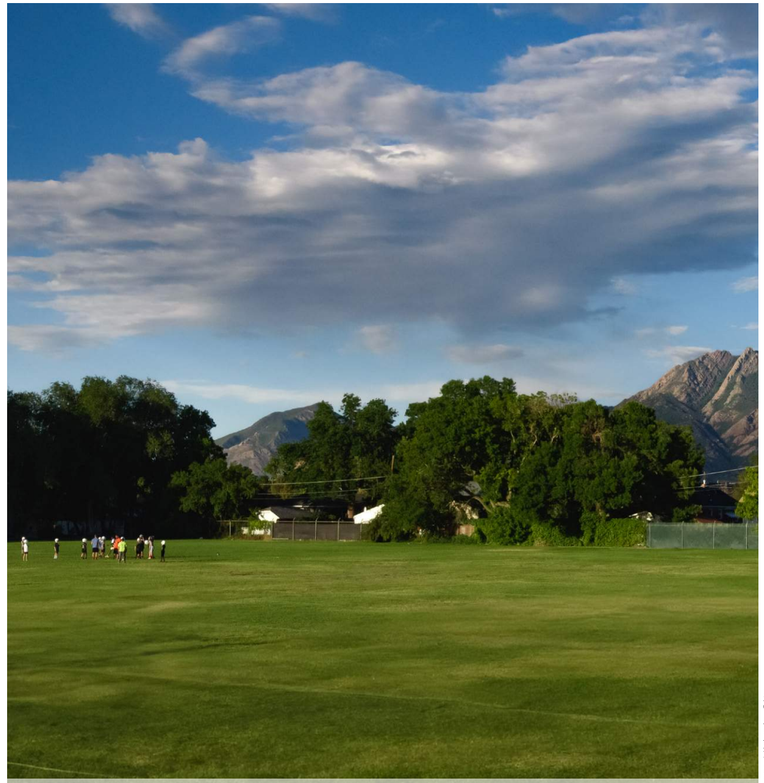


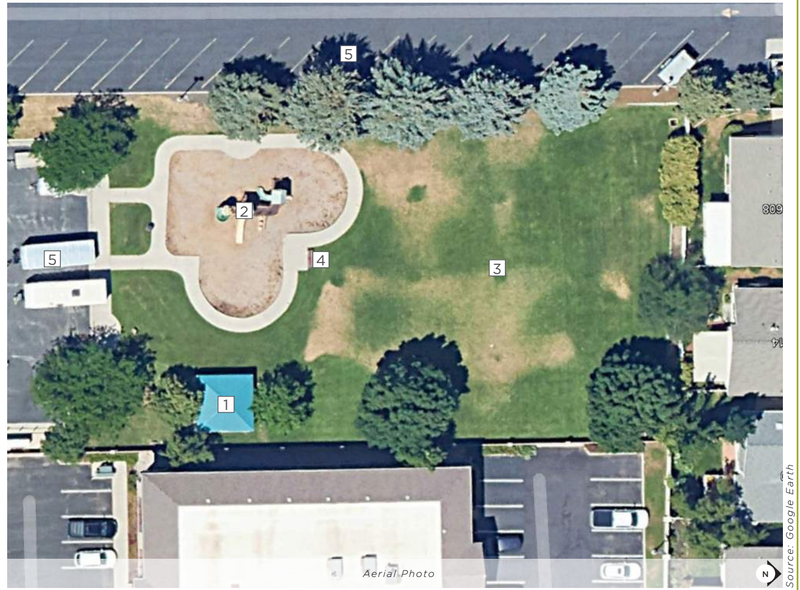
Photo of Midvale City park

Source: Midvale City

FIRE STATION PARK

EXISTING CONDITIONS

ADDRESS	607 Fort Union Blvd	OWNER	Salt Lake Valley Fire Service	NOTES	Small pocket park behind Unified Fire Authority Station #126.
SIZE	0.60 acres	MAINTAINER	Midvale City		



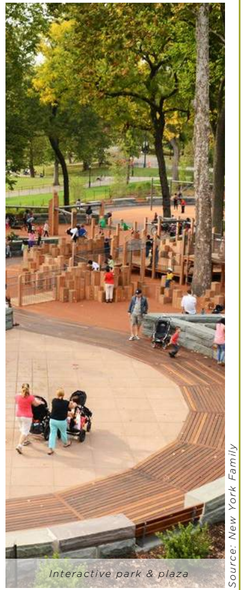
Source: Google Earth

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Small Pavilion / Picnic Area 2 Playground 3 Grass Area 4 Signage 5 Parking	• Quiet, Secluded • Mature shade trees • Hidden gem	• Lack of visibility • Not well advertised • Limited expansion or improvement opportunities	• Preserve as-is • Promote with the public

PROJECT TYPE	Local	TIME FRAME	Medium	PRIORITY	Medium
COST	$$$	IMPACT	Medium		

FIRE STATION PARK

RECOMMENDATIONS



Source: New York Family

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Unified Fire Authority		1 Update playground equipment. 2 Consider more trails around site. 3 More seating, tables, etc... • Increased signage / wayfinding. • Signage from 7200 South & 700 East.

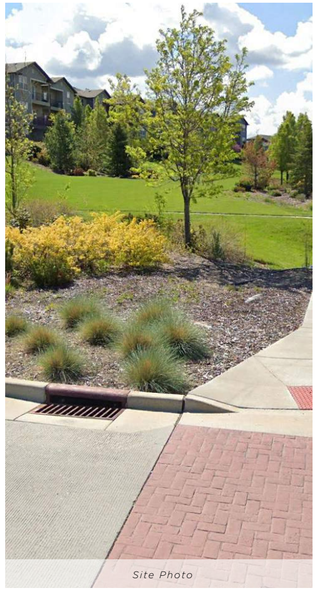
FLORENTINE VILLAS

EXISTING CONDITIONS

ADDRESS	*Tuscany View Rd & Bingham Junction Blvd*	OWNER	*Midvale City*	NOTES	*Currently not a defined or named park*
SIZE	*1.66 acres*	MAINTAINER			

Source: Google Earth

Aerial Photo



Site Photo

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Grass Area 2 Walking Path	• Well-maintained variety of landscape types • Buffer between residential uses and Bingham Junction Blvd • Used as a sledding hill when snowy	• Limited-to-no amenities • Dominated by storm water facilities • Landlocked	• Space to introduce more amenities

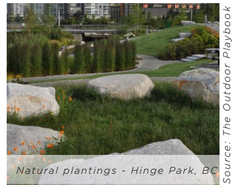
PROJECT TYPE	*Local*	TIME FRAME	*Medium*	PRIORITY	?
COST	$$$	IMPACT	*Medium*		

FLORENTINE VILLAS

RECOMMENDATIONS

Union Station Transit Plaza, CA

Source: Gensler



Natural plantings - Hinge Park, BC

Source: The Outdoor Playbook

Sledding Hill Park - Littleton, CO

Source: CPR News

Concept Diagram

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Property Owners		1 Pathway around the open space area. 2 Add amenities due to proximity to transit station (i.e. seating, shade, bike repair). • Revise the landscape to be low water-use and drought-resistant. • Signage from Bingham Junction Blvd. & Center St.

TALAVERA PARK

EXISTING CONDITIONS

ADDRESS	*1004 Tuscany View Rd*	OWNER	*Midvale City*	NOTES	*Not a named park*
SIZE	*1.79*	MAINTAINER			

Aerial Photo

Source: Google Earth

Site Photo

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Playground 2 Walking paths • Benches	• Access to trail network, Bingham Junction & Jordan River	• Limited amenities • Limited shade	• Room to add more amenities if needed

PROJECT TYPE	*Local*	TIME FRAME	*Long*	PRIORITY	*Low*
COST	$$$	IMPACT	*Medium*		

TALAVERA PARK

RECOMMENDATIONS

Accessible playground

Source: Visit Seattle

Sloped public park meadow - Great Plains Nursery

Source: Great Plain Nursery

Small transit seating plaza

Source: Jefferson City Parks

Source:

Concept Diagram

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Utah Transit Authority (UTA)		1 Consider biking amenities due to transit station proximity. 2 Add more site furnishing 3 Update/enlarge playground. 4 Replace grass from some areas. 5 Consider more trails/pathways West. • Address steep conditions. • Signage from Bingham Junction Blvd. & Center St. • Extend pathway to South. • Update amenities.

FOUNDERS POINT

EXISTING CONDITIONS

ADDRESS	7670 Holden St	OWNER	Midvale City	NOTES	Part of a new neighborhood featuring a relocated pioneer's home.
SIZE	1.10 acres	MAINTAINER			

Aerial Photo

Source: Google Earth

Site Photo

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Small Pavilion / Picnic Area 2 Grass Area 3 Walking Paths 4 Benches 5 Historic Feature	• Well developed and design pocket park	• Lack of visibility • Limited expansion or improvement opportunities	• Signage / Branding

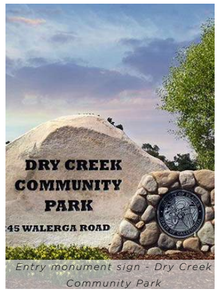
PROJECT TYPE	Local	TIME FRAME	Short	PRIORITY	Low
COST	$$$	IMPACT	Medium		

FOUNDERS POINT

RECOMMENDATIONS

Thematic interpretive sign.

Source: The Interpretive Design Company



Entry monument sign - Dry Creek Community Park

Source: Stonehenge Signs Inc.

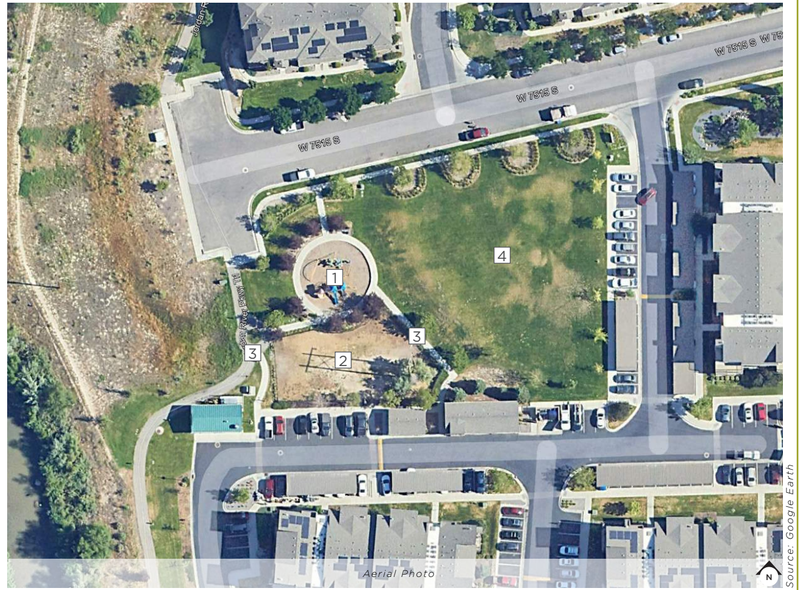
Concept Diagram

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Property Owners		1 Signage from Bingham Junction Blvd. & Center St. • Address parking availability if possible.

LEGACY PARK

EXISTING CONDITIONS

ADDRESS	N/A	OWNER	Midvale City	NOTES	Not a named park
SIZE	1.12 acres	MAINTAINER			



Aerial Photo

Source: Google Earth

Site Photo

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Playground 2 Dog Park 3 Walking paths 4 Grass area	• Variety of amenities within a small area • Adjacent to Jordan River frontage	• No picnic facilities • Limited to no shade • Power lines	• Additional shade • Naming and signage

PROJECT TYPE	Local	TIME FRAME	Short	PRIORITY	Low
COST	$$$	IMPACT	Medium		

LEGACY PARK

RECOMMENDATIONS

Playground with integrated shade canopy

Source: Barrs Recreation

Trail access node

Source: Deviant Art

Shaded seating plaza - Lawn Edge

Source: Atlanta Area Parks

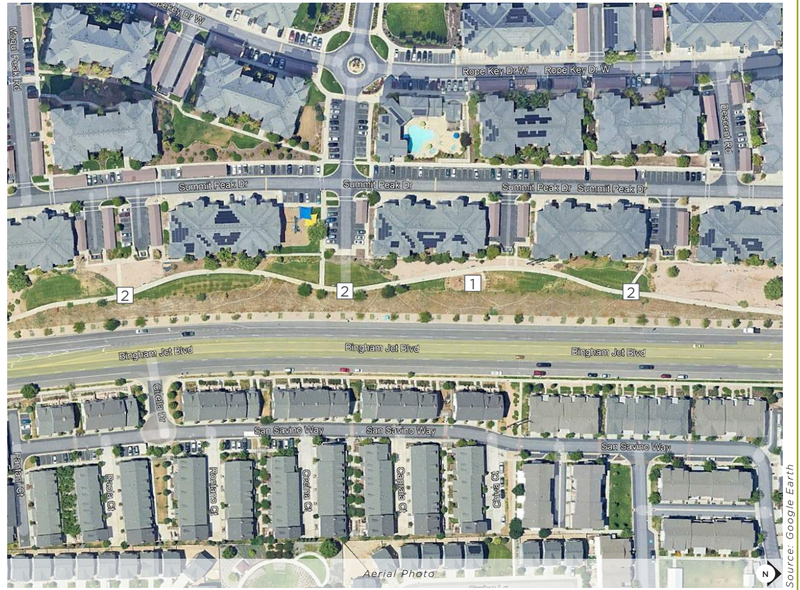
Concept Diagram

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Property Owners		1 Upgrade playground equipment. 2 More dog park amenities. • Better access to Jordan River Trail. • Add pathway around upper lawn area. • Signage from Bingham Junction Boulevard & Center Street.

SAN MORITZ PARK

EXISTING CONDITIONS

ADDRESS	902 S Ctr Sq	OWNER	Midvale City	NOTES	Not currently a named park
SIZE	3.06 acres	MAINTAINER			



Aerial Photo

Source: Google Earth

Site Photo

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Playground 2 Walking path • Benches	• Grade change creates a buffer from Bingham Jct Blvd.	• Not well known outside of adjacent neighborhood	• More shade • Signage / Branding

PROJECT TYPE	Neighborhood	TIME FRAME	Medium	PRIORITY	Low
COST	$$$	IMPACT	Medium		

SAN MORITZ PARK

RECOMMENDATIONS

Shaded playground

Source: Slides & Sunshine

Concept Diagram

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Property owners		1 Update plantings & equipment. 2 Increase seating areas.

SEGHINI POCKET PARK

EXISTING CONDITIONS

ADDRESS	7744 S 600 W	OWNER	Salt Lake Valley Fire Service	NOTES
SIZE	1.00 acres	MAINTAINER	Midvale City	

Aerial Photo

Source: Google Earth

Site Photo

Source: Google Earth Street View

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Walking Paths 2 Benches & Tables 3 Grass Area	• Location creates relief in a busy area on Center Street	• Limited amenities • Limited shade	• Room for additional amenities • Signage / Branding

PROJECT TYPE	Local	TIME FRAME	Short	PRIORITY	Low
COST	$$$	IMPACT	Small		

SEGHINI POCKET PARK

RECOMMENDATIONS

Pedestrian pathway with shade trees

Pecan Grove Park Pavilion

Source: BALI National Landscape Awards, ASA Landscape Architects

Source: Archinect, GFF

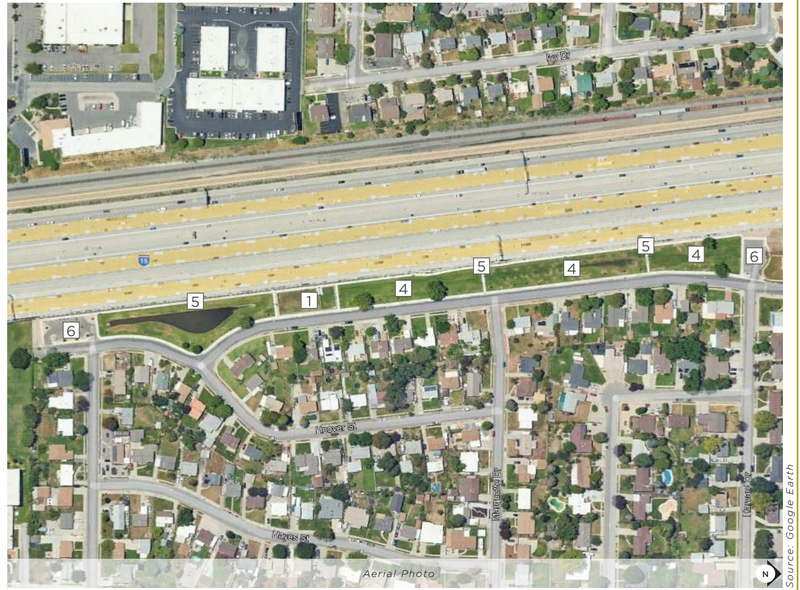
Concept Diagram

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Unified Fire Authority		1 Add more shade trees. 2 Replace / reduce gravel areas to incorporate more water-wise plantings. 3 Add a pavilion. 4 Increase connecting pathways.

ADAMS STREET PARK

EXISTING CONDITIONS

ADDRESS	*457 Harvard Cir*	OWNER	*UDOT*	NOTES	*Linear park, once home lots that were converted to park areas with the expansion of I-15.*
SIZE	*3.30 acres*	MAINTAINER	*Midvale City*		



Aerial Photo

Source: Google Earth

Site Photo

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Dog Park 2 Grass Areas 3 Walking Paths 4 Off-Street Parking • Benches • Lighting	• Walking path network with benches & lighting • Ample parking • Newer dog park	• Highway noise • No playground • No pavilion or shelter • Few trees	• Room for additional amenities such as courts, playground, and pavilion / picnic area • Landscape improvement, shade trees

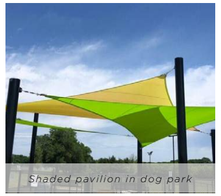
PROJECT TYPE	*Neighborhood*	TIME FRAME	*Short*	PRIORITY	*Medium*
COST	$$$	IMPACT	*Medium*		

ADAMS STREET PARK

RECOMMENDATIONS

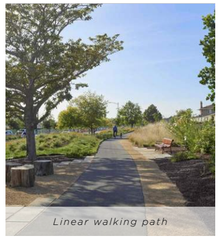
Streetscape buffer alongside a walkway

Source: SCAPE Studio



Shaded pavilion in dog park

Source: USA Shade Structures



Linear walking path

Source: Surface Design, Bloomberg

Concept Diagram

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• UDOT • Salt Lake County		1 Expand & improve dog park. 2 Consider better integration with Copperview Recreation Center. 3 Add pickleball or basketball courts. 4 More tables and seating. • Increase sound barrier from I-15. • Add more shade trees especially along highway interface.

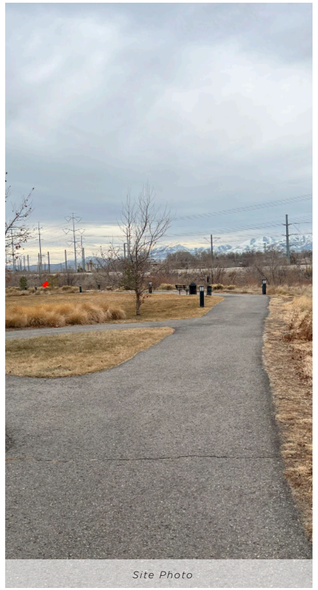
JORDAN RIVER OPEN SPACE

EXISTING CONDITIONS

ADDRESS	N/A	OWNER	Midvale City	NOTES	An improved open space with some amenities near the Jordan River Trail
SIZE	10.42 acres	MAINTAINER			

Aerial Photo

Source: Google Earth



Site Photo

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Jordan River frontage 2 Walking paths 3 Benches 4 Lighting	• Bridge across river to regional trail • Improved riverfront edge	• No restrooms • No picnic facilities	• Room for additional amenities

PROJECT TYPE	Open Space	TIME FRAME	Short	PRIORITY	Medium
COST	$$$	IMPACT	Medium		

JORDAN RIVER OPEN SPACE

RECOMMENDATIONS

Interpretive sign with tactile elements along accessible trail

Source: Tactile Studio

Thematic trail gateway with custom signage and wayfinding

Source: Taylor Studios, Inc.

Trailside fitness station with integrated seating and bike racks

Source: Skokie Park District

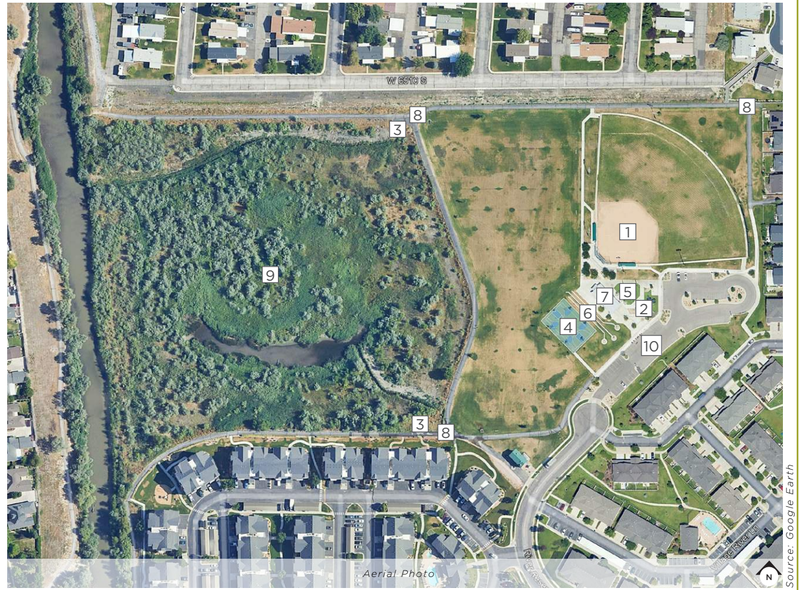
Concept Diagram

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Jordan River Commission		1 More amenities (exercise equipment, tables, & benches) 2 Smaller pavilions. • Better connection to Legacy Park. • More educational signage. • Include public art.

BINGHAM JUNCTION PARK

EXISTING CONDITIONS

ADDRESS	6980 S. River Reserve Ct.	OWNER	Midvale City	NOTES	Features some areas of open space adjacent to the Jordan River
SIZE	24.57 acres	MAINTAINER			



Aerial Photo

Source: Google Earth

Site Photo

EXISTING AMENITIES

1. Baseball field
2. Large & small pavilions
3. 2 shelters
4. Basketball courts
5. Playground
6. Spectator seating
7. Restrooms
8. Walking trails
9. Open space (wetlands)
10. Off-street parking

ASSETS

- Well used & connected with extensive trails
- Upgraded baseball facility with bleachers & lighting
- Large grass areas
- Wetland open space

WEAKNESSES

- Difficult to expand (edge of city limits, wetlands, storm water detention)
- Trail dead ends northwest
- Few trees.

OPPORTUNITIES

- Bridge to regional Jordan River Trail at northwest
- Landscape improvements (ie, trees and essential turf)
- Wetlands open space accessibility / intensification

PROJECT TYPE	Neighborhood	TIME FRAME	Short	PRIORITY	High
COST	$$$	IMPACT	Medium		

BINGHAM JUNCTION PARK

RECOMMENDATIONS

Boardwalk through wetlands

Source: York Bridge Concepts

Educational interpretive sign for wetland ecology

Source: Icono Graph

Terraced amphitheater - GreenWorks design

Source: Matt Piccone, Pinterest

Concept Diagram

PARTNERSHIPS

- Jordan River Commission
- Midvale Arts Council
- Murray City
- West Jordan City

GUIDING PRINCIPLES

RECOMMENDATIONS

1. Current amphitheater expansion.
2. Consider additional pathways/ boardwalks to West following the Jordan River Trail
3. More seating.
4. Educational signage about natural areas & water.

- Better connections to the North.
- More playgrounds & sports courts.
- Update restrooms and trail kiosk.
- More raised trails through the wetlands.
- Increase number of shade trees.

JORDAN BLUFFS PARK

EXISTING CONDITIONS

ADDRESS	7998 Bingham Jct Blvd	OWNER	Midvale City	NOTES	Phase 1 is complete, with approximate 3.5 acres out of 4.55 acres. The park is planned to extend over 15 acres south.
SIZE	3.50 acres	MAINTAINER			

Aerial Photo

Source: Google Earth

Site Photo

EXISTING AMENITIES		ASSETS	WEAKNESSES	OPPORTUNITIES
1 Pavilions / Picnic areas. 2 Pickleball courts 3 Volleyball court 4 Playground 5 Walking paths	6 Benches 7 Grass Area	• Views to mountain ranges East & West • Jordan River frontage and trail access • Room and plans for expansion	• Illegal dumping to the South • Undeveloped edges • Remote compared to other parks • Dependent on future development	• Potential to become a signature community / regional park

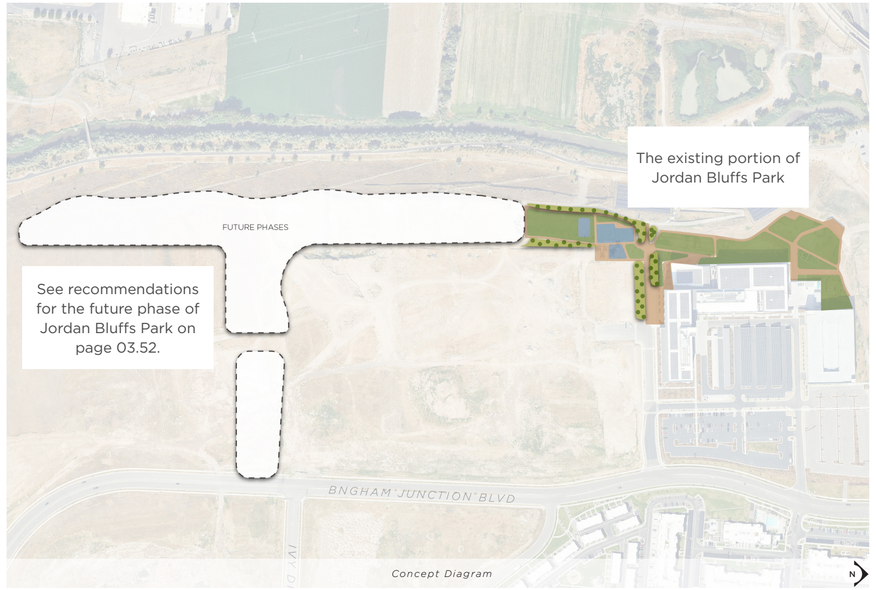
PROJECT TYPE	Regional	TIME FRAME	Medium	PRIORITY	High
COST	$$$	IMPACT	High		

JORDAN BLUFFS PARK

RECOMMENDATIONS

Water-wise demonstration garden

Source: Cory Maylett, Wikimedia Commons



Concept Diagram

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Salt Lake County • Midvale Arts Council • Jordan River Commission		• Consider marketing and branding for the park once it opens. • Incorporate water-wise and cost efficient plant materials. • Develop consistent signage & community art throughout the park. • Develop Jordan Bluffs / Jordan River community stewardship volunteer group.

MIDVALE CITY PARK

EXISTING CONDITIONS

ADDRESS	425 6th Ave	OWNER	Midvale City & Canyons SD	NOTES
SIZE	21.22 acres	MAINTAINER	Midvale City	

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Large & small pavilions 2 Outdoor stage 3 Restrooms 4 Tennis & pickleball courts 5 Playground (2) 6 Soccer fields 7 Splash pad 8 History museum 9 9 hole frisbee golf course 10 Walking paths 11 Grass areas	• Large park with a wide variety of amenities • Links to Midvale's history	• Vehicular access / circulation clarity • Some facilities are showing their age • ADA access to all areas	• Consider higher and better use of storage facilities • Consider improvements to vehicular circulation

PROJECT TYPE	Regional	TIME FRAME	Long	PRIORITY	High
COST	$$$	IMPACT	High		

MIDVALE CITY PARK

RECOMMENDATIONS

Interactive splash pad with integrated public art.

Source: Atlanta Area Parks

Cultural placemaking through sculptural shade structures.

Source: City of San Antonio

Outdoor plaza supporting informal gathering and community events.

Source: Downtown Memphis Commission

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Canyons School District • Midvale Historical Society & Museum • Midvale Arts Council		• Incorporate historical and cultural placemaking. • Improve circulation for parking, vehicles, and pedestrians. • Remove outdated, unused buildings. • Replace stage and ensure code compliance. • Upgrade restrooms and splash pad. • Increase trails / pathways. • Upgrade to ensure park meets ADA code. • Update museum. Reroute disc golf course. • Cemetery expansion • Upgrade irrigation system. • Revise smaller pavilions locations.

PROPOSED PARK SYSTEM

As Midvale City continues to grow and evolve, so too must its park system. The proposed parks outlined in this section aim to address gaps in service, improve equity in access, and respond to emerging community needs. These sites represent opportunities to reimagine underutilized land, integrate green space into future development, and create new destinations for recreation, rest, and connection.

Each proposed park location is guided by data from existing planning efforts and community feedback. Priorities include enhancing walkability, expanding shade and tree cover, introducing amenities for transit and trail users, and improving the overall health and livability of neighborhoods. Potential areas for recreation, linear green space, and community gathering are outlined in the 2024 Midvale Center & Fort Union TRAX Station Area Plan and 2024 Midvale Fort Union Corridor Study. Additional park space will be included in the future phase of the Jordan Bluffs Park, later classifying it as a regional park.

With strategic investment and partnerships, these future park spaces can become vital assets—supporting resilience, promoting wellness, and reinforcing Midvale's vision for a connected, inclusive, and vibrant public realm.

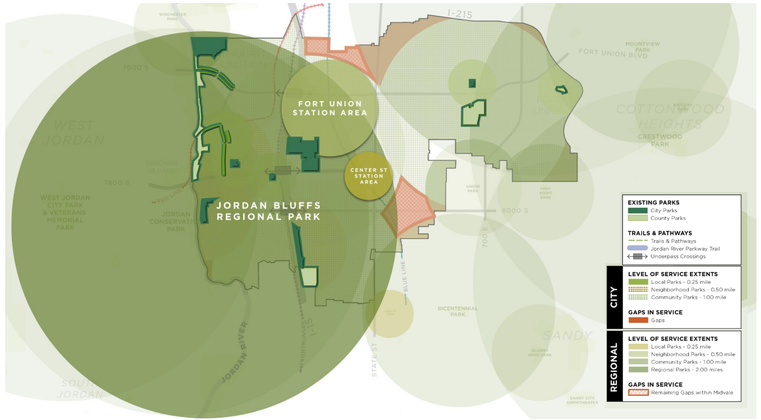
Photo of Midvale City Park

OPPORTUNITY SITES

In addition to the proposed parks, the City may consider identifying additional opportunity sites to support gaps in service within the south central and northeast central parts of Midvale City that are not covered by either local or regional parks. Potential opportunity sites near State Street, Fort Union Boulevard (7200 South) and the Jordan and Salt Lake City Canal may support park coverage in the gap areas shown in the map to the right.

PARTNERSHIPS

The City should actively pursue partnerships with landowners, adjacent local municipalities, and regional and State agencies, like UTA, UDOT, and Salt Lake County, to support the development of future parks and enhance trail and open space connectivity. These collaborations are critical for identifying strategic locations for new parks, securing land or easements, and improving access points—especially in areas with already well-established neighborhoods, anticipating new development, or along key transportation corridors. Proactive coordination can help align plans across jurisdictional boundaries, integrate parks and trails with transit infrastructure and new development, and unlock funding or technical support for joint projects.



Regional Level of Service Map with Proposed Parks and Publicly Owned Parcels

LAND AGREEMENTS STRATEGIES

As part of land negotiations, the City should consider land swaps for publicly-owned land as a tool to acquire key parcels that enhance the parks and trails system, especially where direct purchase may not be feasible. The City may also consider shared use agreements with schools, religious institutions, or other public/private property owners to allow residents access to playgrounds or fields during non-operational hours. These approaches can help increase service without the need for full acquisition.

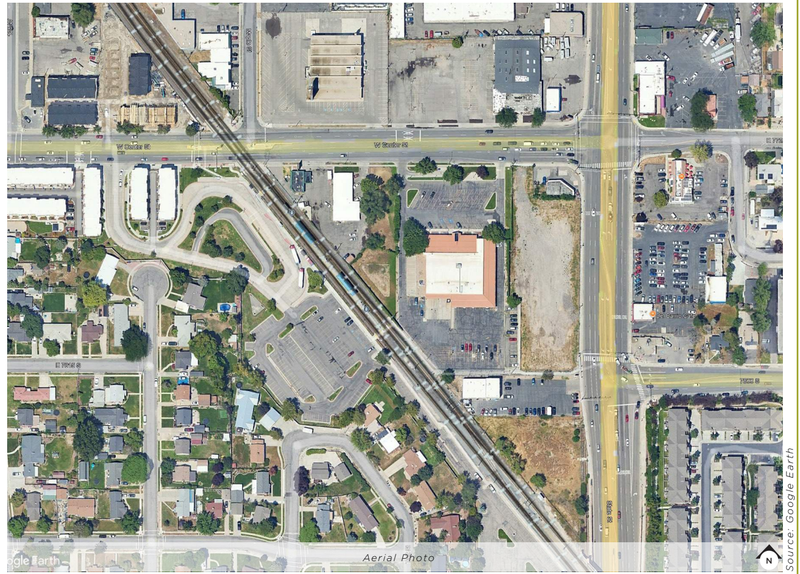
CREATIVE LAND USE APPROACHES

To maximize limited space, the City should look for opportunities to co-locate parks and open spaces within new developments, civic buildings, or utility sites. This can improve land use efficiency and ensure recreation is integrated into growing areas and throughout the City. Reclaiming underused public land, such as wide medians or park strips, dead-end streets, or vacant rights-of-way, offers a way to create small community spaces or green infrastructure along trail connections.

MIDVALE CENTER STATION

EXISTING CONDITIONS

ADDRESS	35 W Center St	OWNER	Midvale City / Landowners	NOTES	Reference the Midvale Center & Fort Union TRAX Station Area Plan
SIZE	2 acres or less	MAINTAINER	Midvale City		



Aerial Photo

Source: Google Earth

Site Photo

Source: Google Earth Street View

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Transit Station/ Shelter 2 Seating 3 Trash Receptacles 4 Bike Parking / Micro-mobility Options 5 Signage 6 Postal Services	• UTA TRAX station & bus stops • Proximity to residential and access from Center Street and State Street	• No existing public green space for physical activity. • Noise from major corridors • Few shade opportunities	• Well connected & transit oriented • Room for additional amenities • Potential for underutilized parcels

PROJECT TYPE	Local	TIME FRAME	Long	PRIORITY	Low
COST	N/A	IMPACT	Small		

MIDVALE CENTER STATION

RECOMMENDATIONS

Rendering from the Midvale Center and Fort Union Station Areas Plan

Concept Diagram

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Property Owners • U.S. Postal Service • UTA • UDOT		• Install cohesive signage and wayfinding at key transit locations. • Incorporate public art. • Add rest areas, shade, and dog park amenities. • Provide bike parking and repair stations. • Improve connectivity along 7200 South. • Promote drought-tolerant landscaping with developers.

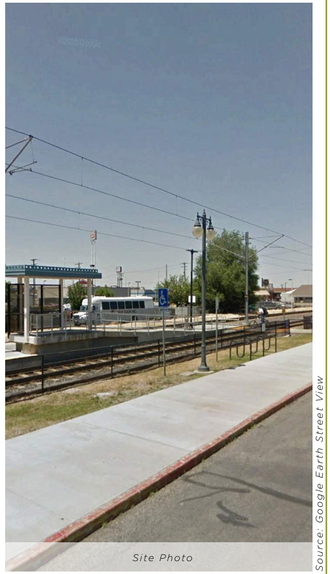
MIDVALE FORT UNION STATION

EXISTING CONDITIONS

ADDRESS	7250 S 180 W	OWNER	Midvale City / Landowners	NOTES	Reference the Midvale Center & Fort Union TRAX Station Area Plan
SIZE	2 - 10 acres	MAINTAINER	Midvale City		

Aerial Photo

Source: Google Earth



Site Photo

Source: Google Earth Street View

EXISTING AMENITIES	ASSETS	WEAKNESSES	OPPORTUNITIES
1 Transit Station/ Shelter 2 Seating 3 Trash Receptacles 4 Bike Parking 5 Signage	• UTA TRAX station & bus stops • Proximity to residential and commercial destinations • Access to the Cottonwood Canyons	• No public green space for physical activity or gathering. • Noise from 7200 South • Few shade opportunities • Excess parking lots	• Well connected & transit-oriented • Room for additional amenities and internal green space and pathways

PROJECT TYPE	Local / Neighborhood	TIME FRAME	Long	PRIORITY	Medium
COST	N/A	IMPACT	Medium		

MIDVALE FORT UNION STATION

RECOMMENDATIONS

Rendering from the Midvale Center and Fort Union Station Areas Plan

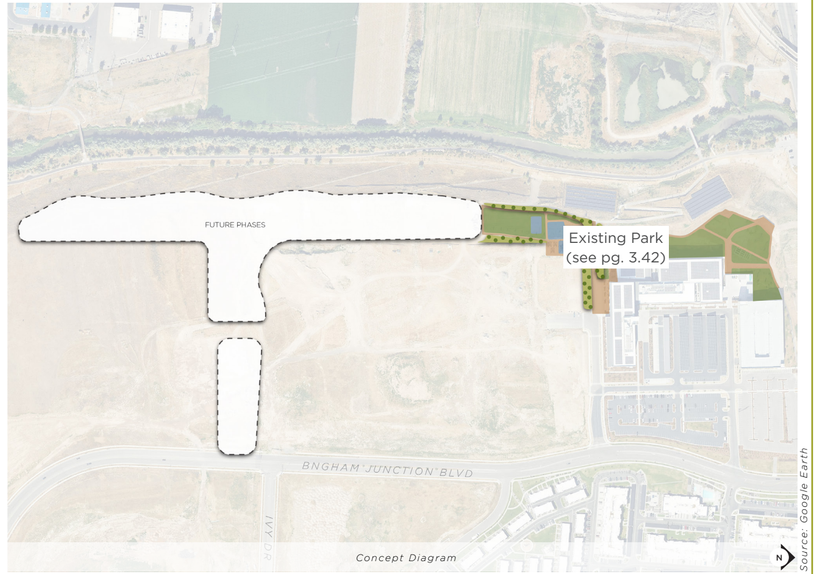
Concept Diagram

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Property owners • UTA • UDOT		• Install cohesive signage and wayfinding at key transit locations. • Incorporate public art. • Add rest areas, shade, and dog park amenities. • Provide bike parking and repair stations. • Improve connectivity along 7200 South. • Promote drought-tolerant landscaping with developers. • Explore green space over parking structures.

JORDAN BLUFFS PARK (FUTURE)

PROJECT TYPE	Regional	TIME FRAME	Short	PRIORITY	High
COST	$$$	IMPACT	High		

RECOMMENDATIONS



Concept Diagram

Source: Google Earth

Water-wise demonstration garden

Source: Cory Maylett, Wikimedia Commons

PARTNERSHIPS	GUIDING PRINCIPLES	RECOMMENDATIONS
• Developers • Jordan River Commission • Midvale Arts Council • Salt Lake County		• Install cohesive signage, wayfinding, and public art • Additional rest areas, shade, bike parking/repair stations, and dog park amenities. • Enhance connectivity and access to the Jordan River Trail • Promote drought-tolerant landscaping with developers. • Incorporate flexible areas for public gathering and events • Consider additional sports courts

FORT UNION PLAZA

The Fort Union Plaza is a Salt Lake County-owned park within The Shops at Fort Union at 900 West 7200 South may be considered for additional park/plaza space. Due to the site's proximity to a well-utilized transit route to the Cottonwood Canyons, a high-performing commercial district, the East Canal trail, and a historical site, the City may consider including additional green space, amenities, and pathways at Fort Union Plaza, in coordination with Salt Lake County, or through partnerships with private landowners in this strategic area. Additional recommendations have been specified in the 2024 Midvale Fort Union Corridor Study and should be considered as a potential opportunity to increase park space in the east side of Midvale City.

- Reintroduce grid network with enhanced streetscape and public art
- Long-term inter-jurisdictional cooperation with a focus on connections to the Cottonwood Canyons and access to natural amenities
- Develop pedestrian-oriented linear plazas and pathways
- Include educational signage and wayfinding elements within the site
- Amenities for cyclists and transit users

Proposed Concept for Fort Union Plaza and The Shops at Fort Union site featured in the Midvale Fort Union Corridor Study

Midvale City should consider coordinating with the County, associated landowners, UDOT, UTA, and Cottonwood Heights City staff to collaborate on potential enhancements.

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IMPLEMENTATION STRATEGY

The Implementation Strategy chapter outlines the path forward for turning the vision, goals, and recommendations of this plan into action. Building on the guiding principles and goals established earlier in the document, this chapter provides a framework for prioritizing improvements, aligning resources, and coordinating efforts across City departments and partners. It includes an overview of key strategies related to public outreach and branding to strengthen community awareness and engagement with the parks and trails system. The chapter also addresses practical approaches to maintenance and funding, offering tools to help the City sustain its growing network with limited resources.

Lastly, it introduces the Impact Fee Facilities Plan (IFFP), which identifies eligible capital improvements that can be funded through impact fees to support new parks, trails, and recreational facilities, as authorized under the Utah Impact Fees Act (Title 11, Chapter 36a of the Utah Code). The process includes a detailed analysis of the current Level of Service (LOS), anticipated growth patterns, and the improvements needed to maintain or enhance LOS as new development occurs. The IFFP ensures that the parks and trails system continues to meet the needs of both current and future residents without placing an undue burden on existing taxpayers, helping the City sustain a healthy growth.

Image of Midvale City Park

Source: Midvale City

CITY-WIDE STRATEGIES

OUTREACH, BRANDING, & COMMUNICATIONS

DEVELOP A UNIFIED BRAND FOR THE PARKS AND TRAILS SYSTEM

Create a consistent and recognizable identity with a logo, color palette, and tagline that can be used across all materials—from signage and brochures to social media and websites—to build trust and recognition over time.

CREATE USER-FRIENDLY AND BILINGUAL MAPS AND SIGNAGE

Design print and digital maps that highlight park amenities, trail routes, rest areas, access points, and points of interest. Wayfinding signage in parks and along trails should include clear directions, estimated distances, and safety information.

PARTNER WITH LOCAL SCHOOLS, NONPROFITS, AND BUSINESSES

Work with schools on field trips or outdoor learning programs, collaborate with nonprofits on volunteer days, and engage businesses through sponsorships, adopt-a-park programs, or co-branded events.

INCORPORATE QR CODES IN PARKS AND TRAILHEADS

Use QR codes on kiosks, benches, or trail markers to link users to interactive maps, event calendars, park history, or self-guided tours, enhancing the visitor experience with easily accessible digital content.

Image of Digital Signage at Midvale City Park

Source: Google Earth

DISTRIBUTE A SEASONAL E-NEWSLETTER

Send quarterly newsletters with upcoming events, project updates, volunteer opportunities, and educational content. Include links to park maps, reservation systems, or surveys to encourage ongoing engagement.

HOST COMMUNITY EVENTS AND POP-UPS

Plan regular events such as outdoor movies, fitness classes, cultural festivals, or nature walks to attract diverse audiences and showcase different parks and build the sense of community identity.

CREATE OPPORTUNITIES FOR FEEDBACK

Temporary pop-up installations can also highlight future improvements and gather feedback while offering high recreational value and community-building.

IMPLEMENTATION AND MAINTENANCE SUPPORT

Due to Midvale's limited staffing and maintenance capabilities, listed are a few additional strategies for maintaining and funding parks, trails, and open space.

PHASED IMPLEMENTATION

Break larger projects into manageable phases that can be built over time as funding becomes available, allowing incremental improvements without overwhelming resources.

ADOPT-A-PARK OR TRAIL PROGRAMS

Encourage local organizations, businesses, or neighborhood groups to "adopt" a park or trail segment, assisting with cleanup, maintenance, or minor enhancements.

REVENUE-GENERATING AMENITIES

Incorporate amenities like concessions, event rentals, or community gardens with user fees to offset maintenance costs and reinvest in the system.

SHARED-USE AGREEMENTS

Partner with schools, faith-based institutions, or private property owners to expand access to recreational spaces without the need for full acquisition or staffing.

Image of Jordan Bluffs Park

Source: Midvale City

CONSERVATION AND LOW-IMPACT DESIGN

Prioritize open space preservation and nature-based solutions that require minimal infrastructure and maintenance while offering high ecological and recreational value.

GRANT AND FOUNDATION SUPPORT

Regularly monitor grant opportunities from federal, state, and nonprofit sources and dedicate time to building competitive applications for capital and programmatic funding.

GUIDING PRINCIPLES	GOALS	STRATEGIES
Connectivity & Access	1. Provide a safe and comfortable, continuous unbroken network.	1A. Develop new pathways as shown in the Network/Pathways Map.
	2. Improve access for all abilities and age groups.	2A. Set pathway standards that meet or exceed industry benchmarks.
	3. Overcome barriers like highways, railroads, and wide streets.	3A. Improve crossings per map; coordinate with nearby cities and agencies.
	4. Improve signage and maps to show available parks and amenities.	4A. Create a Citywide signage and wayfinding system with visual cues.
	5. Address ADA improvements where feasible.	5A. Prioritize critical ADA compliance issues.
Innovative & Multipurpose Use of Limited Space	1. Prioritize community needs.	1A. Add amenities currently missing or limited in availability
	2. Use creative infill like rooftops and amenity decks.	2A. Develop public land near Station Areas and canals.
	3. Include health benefits in every space.	3A. Add outdoor fitness equipment, walking markers, and educational signage.
	4. Standardize improvements in public rights-of-way (ROW).	4A. Enhance park strips in existing ROW.
	5. Use low-maintenance solutions.	5A. Opt for native, xeriscape, or artificial landscaping.
	6. Add needed new amenities in Midvale.	6A. Consider an indoor multi-use recreation facility.
Resilience & Sustainability	1. Update codes to require drought-resistant, cost-effective materials.	1A. Transition high-water-use areas (like turf) to xeriscape or native options.
	2. Create MOUs to ensure others maintain their amenities.	2A. Establish a tracking and compliance system
	3. Track legal and environmental responsibilities.	3A. Use data on water, energy, and maintenance to guide decisions.
	4. Improve and sustain maintenance practices.	4A. Design for efficient resource and maintenance use.
	5. Clarify maintenance expectations for public facilities.	5A. Provide resources/training on landscape practices
Community-Centered & Inclusive Planning Process	1. Engage local organizations for volunteers and support.	1A. Encourage nonprofit and resident stewardship groups.
	2. Include religious and community groups for outreach.	2A. Host events to share initiatives and engage the community.
	3. Be transparent about improvement costs.	3A. Create a central online location for City parks information.
	4. Include cultural and historic elements.	4A. Partner to identify and preserve local landmarks.
	5. Provide bilingual signage and communication.	5A. Provide translations for physical and digital materials
	6. Improve signage for park/trail names, locations, and amenities	6A. Use wayfinding systems to improve navigation and awareness of parks and trails and their connections to key destinations.
Clear Path to Implementation	1. Plan for all project phases, from design to maintenance.	1A. Start with feasible, actionable steps.
	2. Explore community-based maintenance options.	2A. Prioritize high-impact, low-cost projects.
	3. Apply regularly for grants.	3A. Pursue grant funding and other revenue sources.
	4. Promote public support and buy-in.	4A. Keep stakeholders informed about funding needs.
	5. Track project life cycles and post-completion results.	5A. Monitor actual operations and maintenance costs.
	6. Align stakeholders on project phasing.	6A. Schedule regular check-ins for coordination.
	7. Be proactive about land acquisition.	7A. Use public land (e.g., UTA, UDOT, SL County) for shared parks.
	8. Form public-public partnerships.	8A. Leverage facilities like the new SL County HQ and others.

ANTICIPATED TIME FRAME

SHORT TERM PHASE
(0-2 years)

Focuses on high-priority and readily achievable improvements such as safety upgrades, maintenance needs, small-scale park enhancements, and community programming. These actions typically require lower budgets and minimal permitting, and they lay the groundwork for broader long-term initiatives.

TRAILS

- Center Street Shared-Use Path
- 7720 South Neighborhood Byway

PARKS

- Founders Point
- Jordan River Open Space
- Adams Street
- Seghini Park
- Bingham Junction Park

STRATEGIES

- Develop a unified brand for the parks and trails system
- Develop Signage and Wayfinding Plan (Plan for community outreach)

MEDIUM TERM PHASE
(2-5 years)

Targets more complex projects that may involve multi-phase construction, land acquisition, or coordination with other agencies. These efforts often depend on mid-range funding cycles, community partnerships, or planning processes and aim to build momentum from early wins.

TRAILS

- Bingham Junction Boulevard Buffered Bike Lane & Sidepath
- Main Street Streetscape Improvements
- Adams Street Neighborhood Byway
- 300 East Neighborhood Byway

PARKS

- Fire Station Park
- Florentine Villas
- San Moritz Park
- Jordan Bluffs Park

LONG TERM PHASE
(5-10+ years)

Encompasses visionary goals that require significant investment, cross-department collaboration, or changes in policy or infrastructure. These projects address larger system-wide needs, such as greenway expansion, major facility construction, or regional connectivity and are guided by evolving community priorities and funding opportunities.

TRAILS

- 7200 South Sidepath & Separated Bike Lanes
- Jordan & Salt Lake Canal Trail
- Porter Rockwell Trail

PARKS

- Talavera Park
- Midvale City Park
- Midvale Fort Union Station Area
- Midvale Center Station Area

IMPACT FEE FACILITIES PLAN (IFFP)

Based on Utah Code requirements, §11-36a, a community must prepare an Impact Fee Facilities Plan (IFFP) and impact document before enacting impact fees.

Impact fees are one-time fees charged by communities to offset the capital costs associated with new development. These fees are especially useful in areas of rapid population growth. New development will place increased demand on existing park and trail facilities and therefore is responsible for contributing its fair share of the capital costs necessitated by new development. Impact fees can only be used for *system*, and not *project* facilities and must be capital facilities with a useful life of ten years or longer.

System improvements are generally interpreted to mean facilities that serve more than one development area. Therefore, facilities such as local parks are not included in the calculation of impact fees. For trails, small connections from the main trail system to neighborhoods would generally not be included. Capital facilities include a wide range of park improvements including land, park improvements (playgrounds, sport courts, irrigation systems, parking areas), trails, recreation centers, splash pads, etc. Impact fees cannot be used for operating costs.

The Midvale City Parks and Trails Impact Fee Facilities Plan (IFFP) considers only *system-wide* park and trail facilities for the purpose of calculating impact fees. *Project-wide* park and trail facilities cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from the City and the consultants, a system-wide park and trail facility is defined as a facility that serves more than one local development area. For the full Impact Fee Facilities Plan document, see the **Appendix**.

Demand for park and trail facilities comes from residential development and the associated population growth. Commercial development is not considered to create more demand on park and trail facilities and is therefore not included in the calculation of impact fees.

Projected Population Growth, 2025 - 2035

Year	Population
2025	38,017
2026	38,592
2027	39,108
2028	39,690
2029	40,208
2030	40,659
2031	41,122
2032	41,544
2033	42,024
2034	42,486
2035	42,837
Population Growth, 2025-2035	**4,820**

Source: Midvale City, ZPFI

Table 1. Projected Population Growth, 2025 - 2035

EXISTING AND PROPOSED LEVELS OF SERVICE AND EXCESS CAPACITY

Existing service levels are based on the 2025 levels of service in the City for parks and trails. While the City manages a total of 79.55 park acres, most of those park acres are either not owned by the City or are jointly owned by the City and another entity, thereby leaving a total of 20.67 impact-fee eligible acres. This results in a standard of 0.54 park acres per 1,000 persons.

For trails, the City has a total of 416,064 square feet of asphalt trails and 356,400 square feet of concrete trails. This means the City provides 10.94 square feet of asphalt trails per capita and 9.37 square feet of concrete trails per capita.

The City intends to at least maintain current service levels for parks and trails. The existing and proposed levels of service have been expressed in acres per 1,000 persons (parks) or square feet per capita (trails) and are then converted to a cost level per capita. Parks and trails development within the City functions as one overall recreation system designed to meet the needs and desires of residents for physical and leisure activities and therefore, the overall cost service level reflects the combined level of service for all parks and trails in Midvale.

DEMANDS ON EXISTING PUBLIC FACILITIES BY NEW DEVELOPMENT ACTIVITY AT THE PROPOSED LEVEL OF SERVICE

Table 3 shows the declining service levels that will occur in the City due to the projected population growth in the next ten years if no new facilities are added. Service levels are shown in terms of acres per 1,000 persons for parks, square feet per capita for trails and in terms of cost per capita. The City will need to acquire additional park and trail facilities in order to maintain its existing service levels.

After extensive internal discussions and public input, the City has identified the following types of projects that may be undertaken in the future: enhancements to existing parks and trails, new parks and trails, partnerships with stakeholder organizations, land agreements, and land use planning. For the detailed analysis, see the full Impact Fee Facilities Plan in the **Appendix**.

Existing and Proposed Impact-Fee Eligible Levels of Service (LOS)

	Existing LOS	Proposed LOS
Parks (acres, with improvements per 1,000 persons)	0.54	0.54
Asphalt Trails (square feet per capita)	10.94	10.94
Concrete Trails (square feet per capita)	9.37	9.37

Source: Midvale City, ZPFI

Table 2. Existing and Proposed Impact-Fee Eligible Levels of Service (LOS)

Impacts to Service Levels Due to New Development If No Improvements Are Made

	2025 Service Levels	2035 Service Levels	Investment LOS 2025 per Capita	Investment LOS 2035 per Capita
Parks	0.54	0.48	$281.69	$250.00
Asphalt Trails	10.94	9.71	$43.78	$38.85
Concrete Trails	9.37	8.32	$46.87	$46.87

Source: Midvale City, ZPFI

Table 3. Impacts to Service Levels Due to New Development If No Improvements Are Made

HOW THE GROWTH DEMANDS WILL BE MET

In order to maintain the existing level of service, the projected population growth attributed to new development over the next ten years will require the construction of new facilities in the amount of $1,794,685.

CONSIDERATION OF REVENUE SOURCES TO FINANCE IMPACTS ON SYSTEM IMPROVEMENTS

This Impact Fee Facilities Plan includes a thorough discussion of all potential revenue sources for park and trail improvements. These revenue sources include grants, bonds, interfund loans, transfers from the General Fund, impact fees and anticipated or accepted dedications of system improvements.

New Facilities Costs Needed to Meet the Demands of New Growth, 2025-2034

Parks (acres, with improvements, per 1,000 persons)	$1,357,750
Asphalt Trails (square feet per capita)	$211,003
Concrete Trails (square feet per capita)	$225,932
Total (System Parks and Trails)	**$1,794,685**

Source: Midvale City, ZPFI

Table 4. New Facilities Costs Needed to Meet the Demands of New Growth, 2025-2034

POTENTIAL REVENUE SOURCES

Grants. The City is unaware of any potential grant sources for future park and trail developments. However, should it be the recipient of any such grants, it will then look at the potential to reduce impact fees.

The City has no knowledge of any future parks or trails gifts that will be received by the City. Further, the City has conservatively excluded any gifted properties, or properties acquired through grant funds, in establishing its level of service used in the calculation of impact fees.

Bonds. The City has no outstanding bonds for parks, trails, or recreation; therefore, no credits for bonds will need to be considered in the calculation of impact fees.

Interfund Loans. The City currently has no plans to purchase park, recreation, or trail facilities through any interfund loans and has not done so in the past.

Transfer from General Fund. To the extent that the City is able to generate net revenues in its General Fund, it may choose to transfer all or a portion of the net revenues to the City's capital fund. It is most likely that, if net revenues should be generated for park facilities, they will be used to raise existing service levels rather than offset the demands generated by new development which is anticipated to be offset with impact fees.

Impact Fees. Because of the growth anticipated to occur in the City, impact fees are necessary and are a viable means of allowing new development to pay for the impacts that it places on the existing system. This IFFP is developed in accordance with legal guidelines so that an Impact Fee Analysis for Parks and Trails may be prepared and the City may charge impact fees for Parks and Trails.

Anticipated or Accepted Dedications of System Improvements. Any item that a developer funds must be included in the IFFP if a credit against impact fees is to be issued and must be agreed upon with the City before construction of the improvements.

Source: Midvale City, ZPFI

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MIDVALE PARKS AND OPEN SPACE MASTER PLAN

FINAL COMMUNITY ENGAGEMENT REPORT

PREPARED BY HORROCKS

JULY 2025

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Overview

Midvale City, in collaboration with the Wasatch Front Regional Council (WFRC), conducted a comprehensive assessment of its parks and open space. The goal of this effort was to develop a Midvale Parks and Open Space Master Plan that would guide Midvale City in the development, maintenance, and potential future acquisition of parks, trails, or recreational areas. The plan aims to enhance mobility, recreation, and access to outdoor spaces throughout Midvale.

Throughout the process, the community engagement (CE) team collaborated closely with the project team to determine the best strategies to engage members of the community. This report outlines the CE team's efforts to inform the public about the project, gather their feedback, and provide their input to the project team to be incorporated into the master plan.

Objectives

The CE team established initial objectives to help guide their outreach efforts throughout the project. These included:

- Design and distribute a comprehensive community engagement survey for the public.
- Conduct seven virtual, one-on-one interviews with key stakeholders to gather insights.
- Organize and facilitate three virtual focus groups to gather diverse feedback.
- Create and distribute collateral materials to support outreach and communication efforts.
- Present project updates and gather input during one City Council meeting and one Planning Commission meeting.
- Collect a minimum of 75 survey responses from the public.
- Compile and analyze feedback from focus groups, stakeholder interviews, and public survey responses to inform the project team’s recommendations.

Collateral

(See Appendix A: Collateral)

The CE team created eight pieces of collateral throughout the project:

- Flyers (2)
    - Project Overview (English)
    - Project Overview (Spanish)
- Signs (2)
    - Project Overview (English)
    - Project Overview (Spanish)
- Event Project Labels (4)
    - Almond Granola Bar (English & Spanish)
    - Peanut Granola Bar (English & Spanish)

- Fruit Snack (English & Spanish)
- Water Bottle (English & Spanish)

Events

TABLING EVENTS

To raise awareness about the project and encourage public participation, the CE team hosted three tabling events at local community parks. Team members distributed various complimentary refreshments, such as water bottles, fruit snacks, and granola bars. Each item had a label with a QR code linking to the public survey. In addition to handing out snacks, the team provided information about the project and invited community members to share feedback by completing the public survey.

Event/Location	Date	Approximate Number of Collateral Distributed
Bingham Junction Park	May 22, 2025	40
Midvale City Park	May 29, 2025	35
Bingham Junction Park	June 6, 2025	25

MURAL FESTIVAL OPEN HOUSE

The CE team, in coordination with other project team members, participated in a tabling event at the Midvale City Mural Festival. The CE team shared project information and encouraged community members to provide feedback by completing the public survey. Attendees who completed the survey were invited to spin a prize wheel. The team also presented informational boards that highlighted initial project findings for the public to review. During this event, the team spoke with approximately 150 attendees.

Stakeholder Coordination

ONE-ON-ONE STAKEHOLDER INTERVIEWS

In collaboration with Midvale City, the CE team identified key community stakeholders who would be willing to provide input on the Midvale Parks and Open Space project. The team then organized and conducted individual meetings with each stakeholder to discuss the project's purpose, objectives, and initial findings. These conversations helped the project team gather informed feedback focused on the stakeholders' unique perspectives and local expertise.

Organization/Person	Date
Midvale Planning Commission	March 24, 2025
Midvale City Council	March 24, 2025

Organization/Person	Date
Midvale City Mayor	April 1, 2025

FOCUS GROUPS

In addition, the CE team organized two focus group meetings. Unlike the one-on-one interviews, these meetings brought together representatives from multiple organizations. The goal of these focus groups was to encourage cross-organization discussion. Each focus group reviewed the project goals and preliminary findings and offered feedback based on their respective organizations and areas of expertise.

Focus Group	Date	Organizations Represented
Youth Sports & Nonprofit Groups	March 17, 2025	• Cottoncrest Mountain Bike Team • Copperview Recreation Center • MoveUtah • Hillcrest Mountain Bike Team
Regional Agencies	March 24, 2025	• Seven Canyon Trust • Wasatch Front Regional Council (WFRC) • Jordan River Commission • Utah Transit Authority (UTA) • Utah Department of Transportation (UDOT)

Digital Tools

PUBLIC SURVEY

(See Appendix B: Public Survey)

The CE team worked closely with other project team members to develop a comprehensive public survey, which offered community members a chance to share feedback on Midvale's parks and open space network. The survey gathered input on current conditions, safety, satisfaction with existing infrastructure, and priorities for future improvements. Questions were designed to inform Midvale City action by identifying needs, preferences, and opportunities for enhancing the city's parks and open spaces. The survey was open from March 2025 through June 2025 and received 234 total responses.

SOCIAL MEDIA UPDATES

The CE team collaborated with Midvale City's communications team to share project updates and promote the public survey through the City's website and social media channels. These efforts helped broaden community awareness and increase public participation in the project.

PROJECT WEBSITE

A dedicated page on the Midvale City website served as a central resource for community members seeking more information about the project. The page featured an overview of the project, the anticipated timeline for the master plan, and a direct link to the public survey. The website was advertised on all public outreach materials along with the project hotline and email.

Appendix A: Collateral

FLYER: PROJECT OVERVIEW (ENGLISH & SPANISH)

SIGN: PROJECT OVERVIEW (ENGLISH & SPANISH)

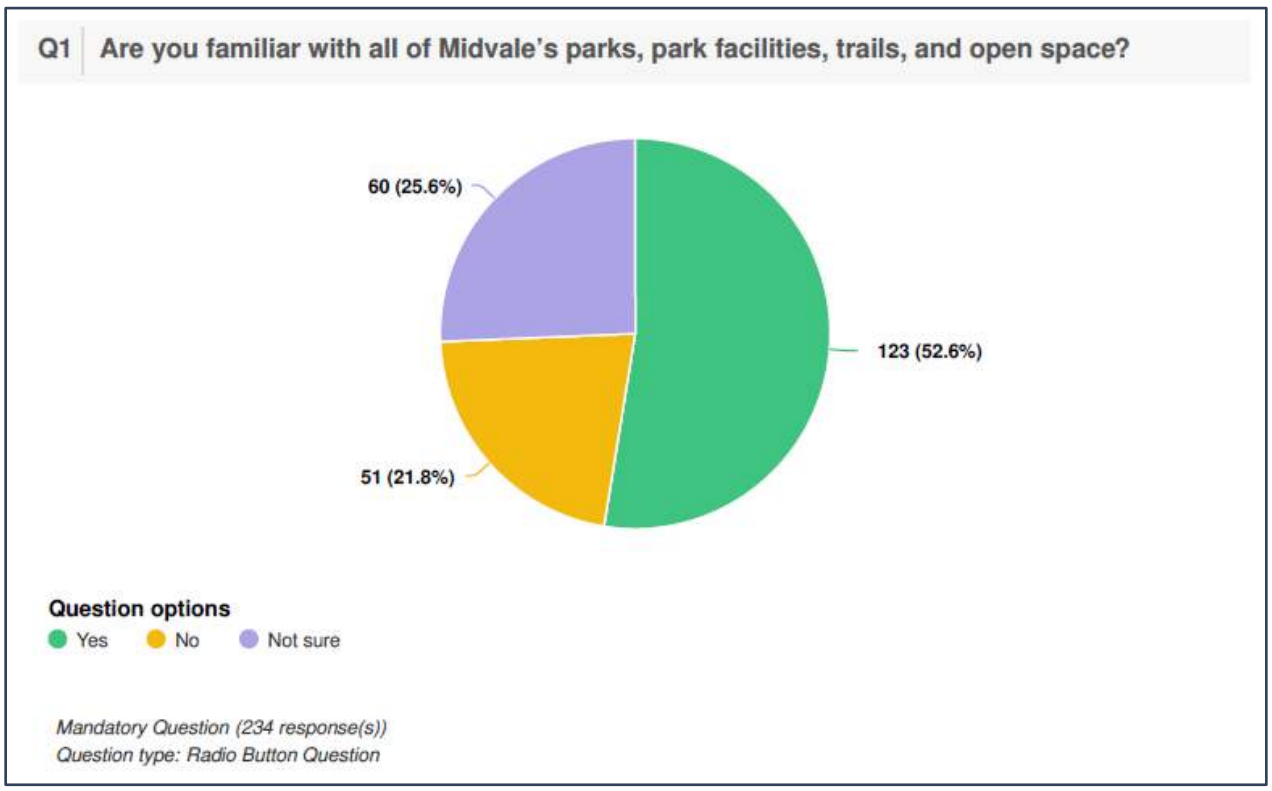
LABEL: GRANOLA BAR (ALMOND & PEANUT) ENGLISH AND SPANISH

LABEL: FRUIT SNACK

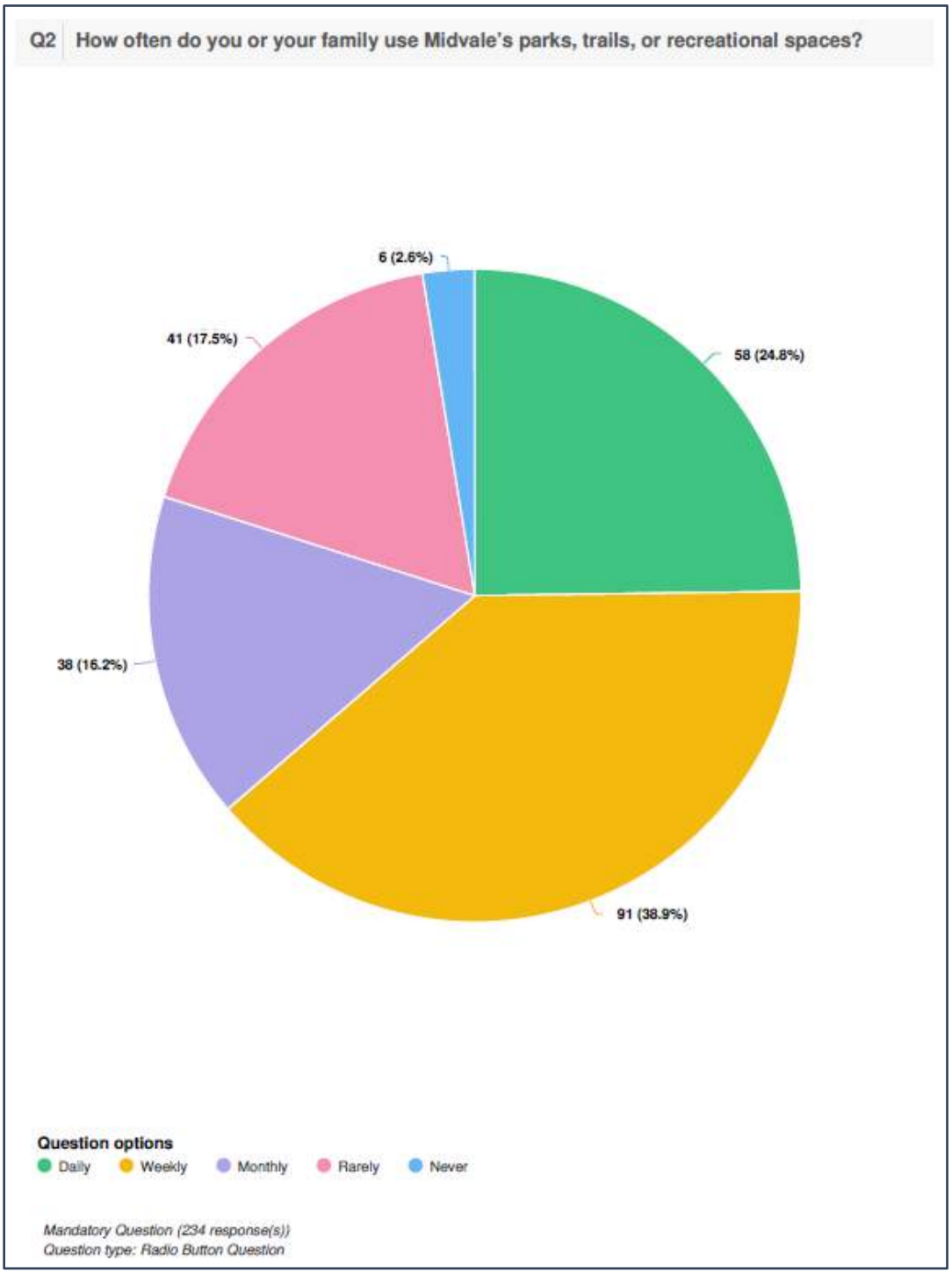
LABEL: WATER BOTTLE

Appendix B: Public Survey

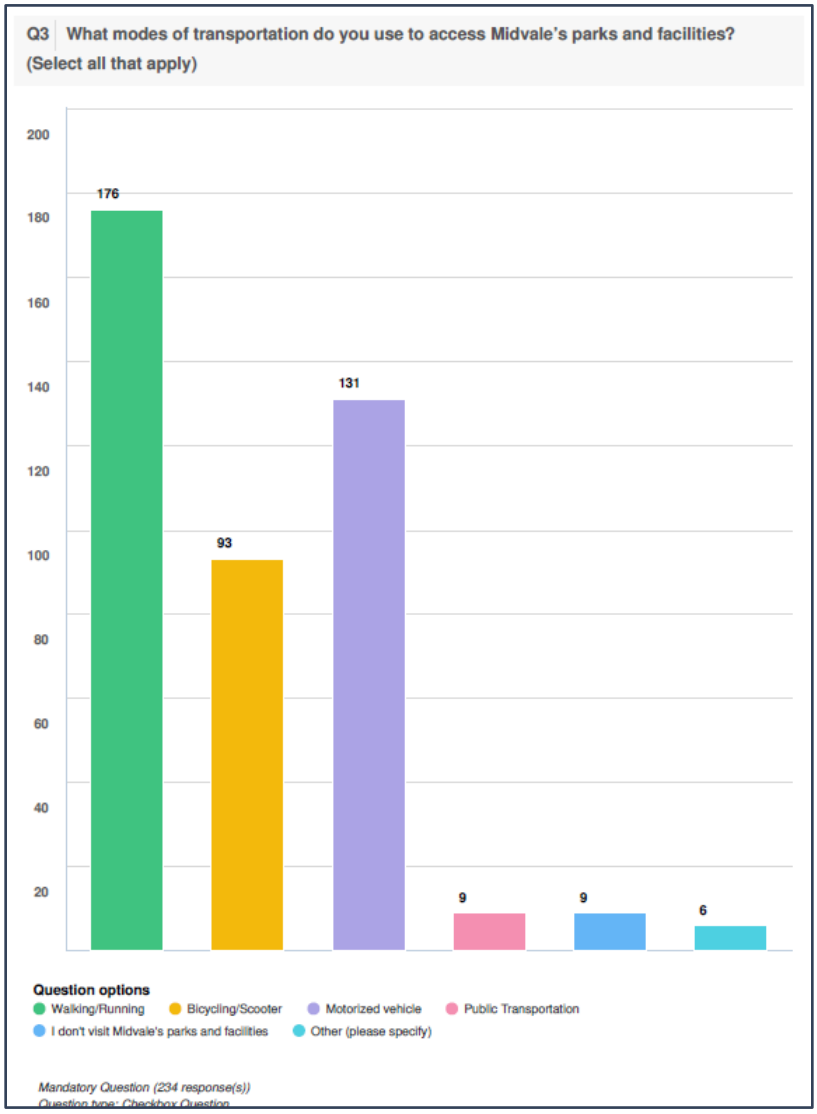
Q1: ARE YOU FAMILIAR WITH ALL OF MIDVALE'S PARKS, PARK FACILITIES, TRAILS, AND OPEN SPACE?



Q2: HOW OFTEN DO YOU OR YOUR FAMILY USE MIDVALE'S PARKS, TRAILS, OR RECREATIONAL SPACES?



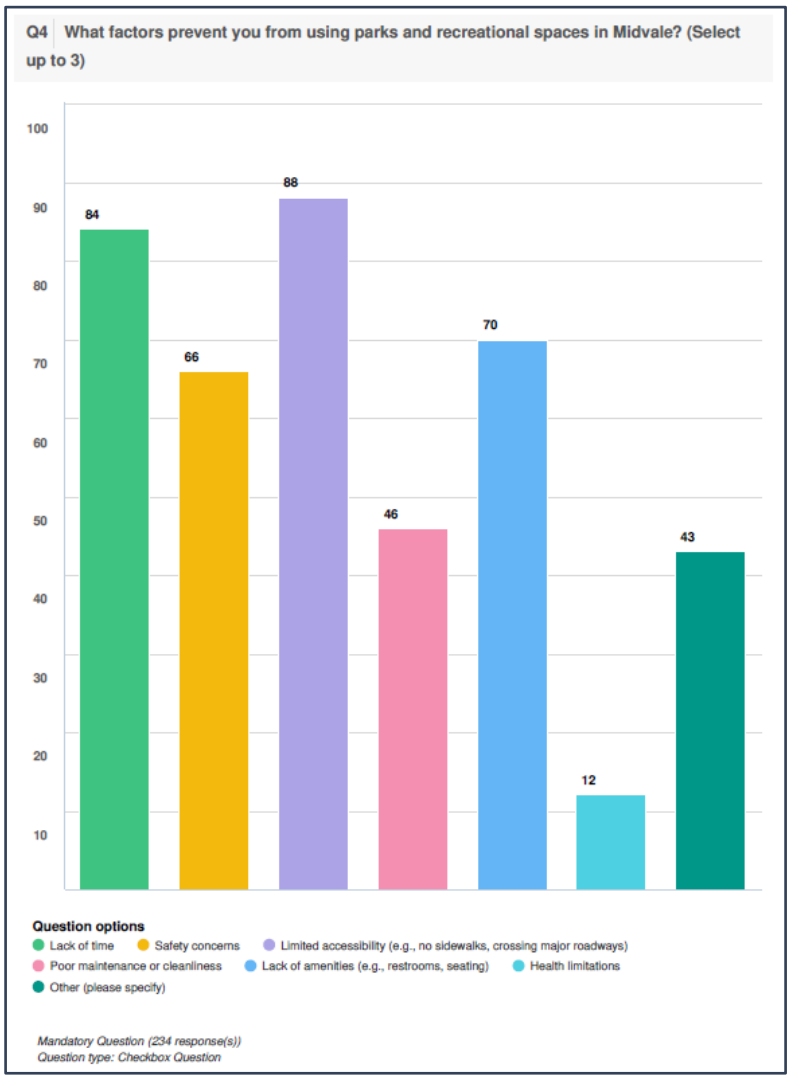
Q3: WHAT MODES OF TRANSPORTATION DO YOU USE TO ACCESS MIDVALE'S PARKS AND FACILITIES?



"Other" responses included:

- Skateboards and longboards
- Rideshare services (e.g., Uber, Lyft)
- Strollers
- Wheelchairs
- Carpooling with neighbors or family

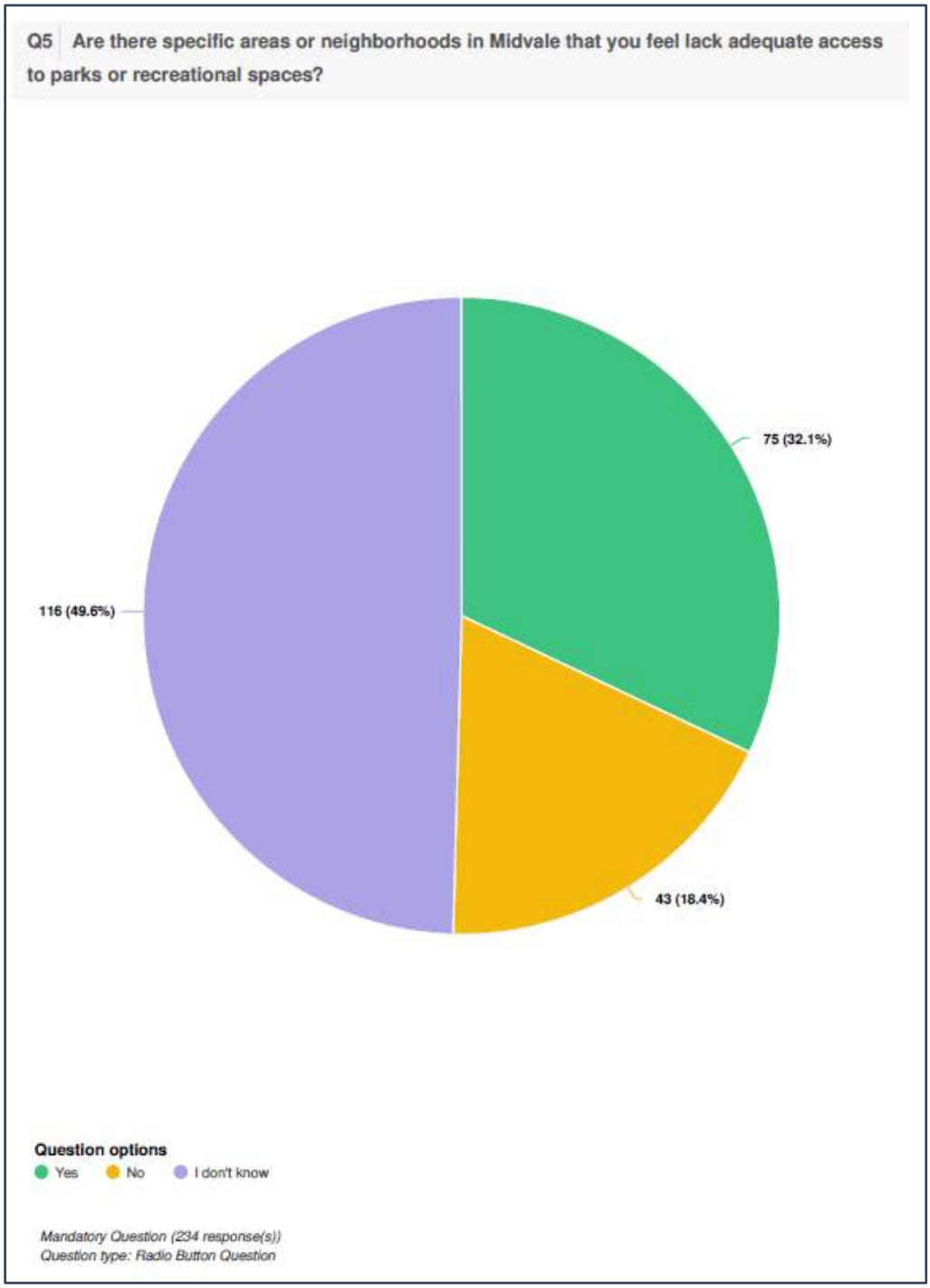
Q4: WHAT FACTORS PREVENT YOU FROM USING PARKS AND RECREATIONAL SPACES IN MIDVALE?



"Other" responses included:

- Homeless encampments or loitering near parks creating discomfort
- Lack of shade or water access, especially in summer months
- Traffic and speeding near park entrances
- Unleashed dogs and unclear leash enforcement
- Lack of inclusive or all-abilities play equipment

Q5: ARE THERE SPECIFIC AREAS OR NEIGHBORHOODS IN MIDVALE THAT YOU FEEL LACK ADEQUATE ACCESS TO PARKS OR RECREATIONAL SPACES?



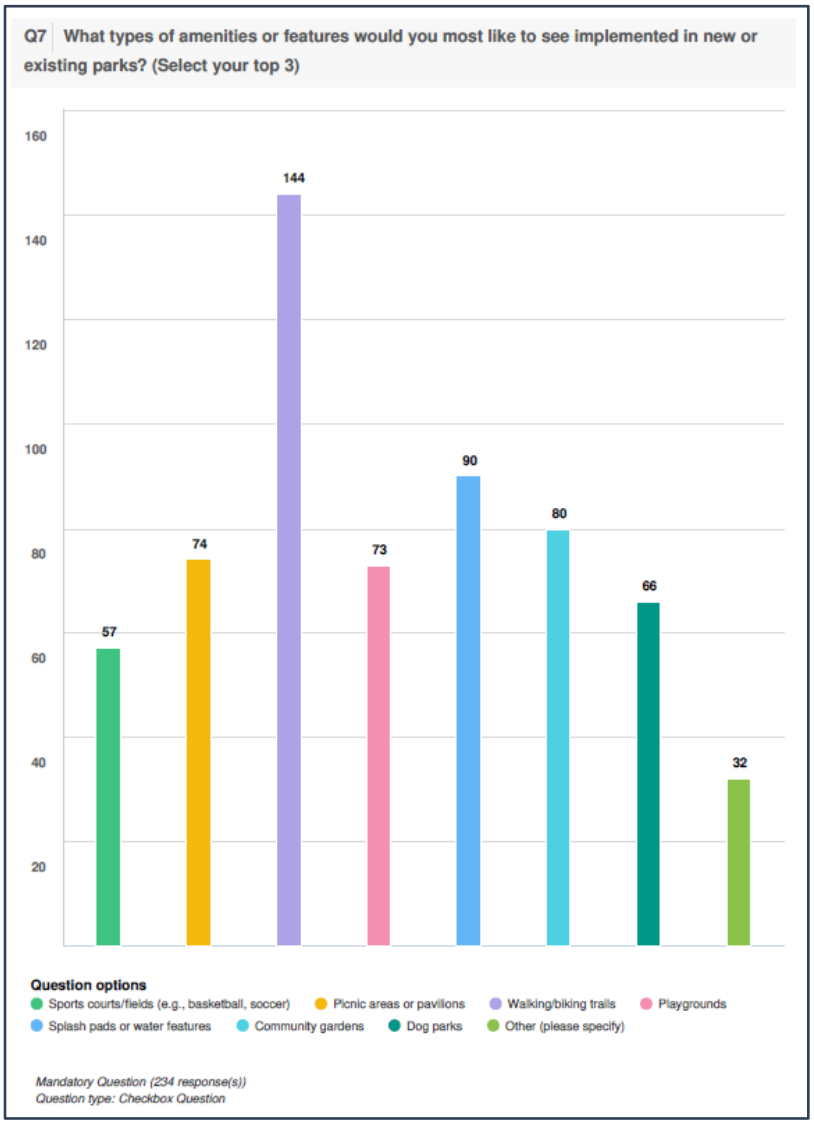
Q6: PLEASE SPECIFY. WHICH PARKS OR RECREATIONAL SPACES LACK ADEQUATE ACCESS?

This question was open response and cannot be produced as a chart or graph. Provided below is a summary of key takeaways from the open responses.

Key Takeaways

- Bingham Junction Park was the most frequently mentioned location in need of improved access. Many respondents requested a bridge connection to the Jordan River Parkway Trail, citing safety concerns and long or inconvenient routes to reach the trail.
- Several residents identified unsafe or limited pedestrian and bicycle access when considering a need to cross major roadways such as State Street, 7200 South, and 900 East.
- The following areas were repeatedly cited as underserved or lacking nearby or easily accessible recreational space:
    - East Midvale, particularly near 900 East and the Fort Union area
    - West of I-15, including Old Town, Center Street, and Main Street areas
    - Neighborhoods southeast of State Street and 7200 South
- Common themes also included the need for more crosswalks, bike lanes, and pocket parks in high-density residential areas.

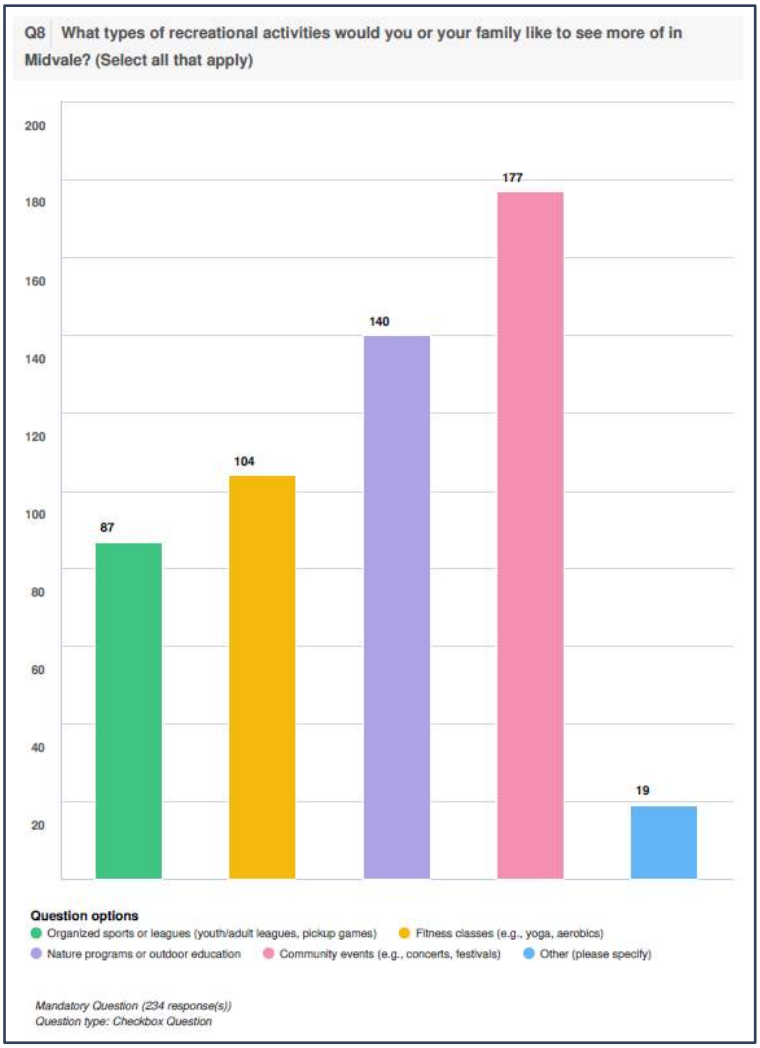
Q7: WHAT TYPES OF AMENITIES OR FEATURES WOULD YOU MOST LIKE TO SEE IMPLEMENTED IN NEW OR EXISTING PARKS?



"Other" responses included:

- Skate parks and bike pump tracks
- Shaded seating and picnic areas
- Climbing walls or more nature-integrated play structures
- Spaces for older kids and teens (e.g., hangout zones or courts)
- More restrooms and drinking fountains

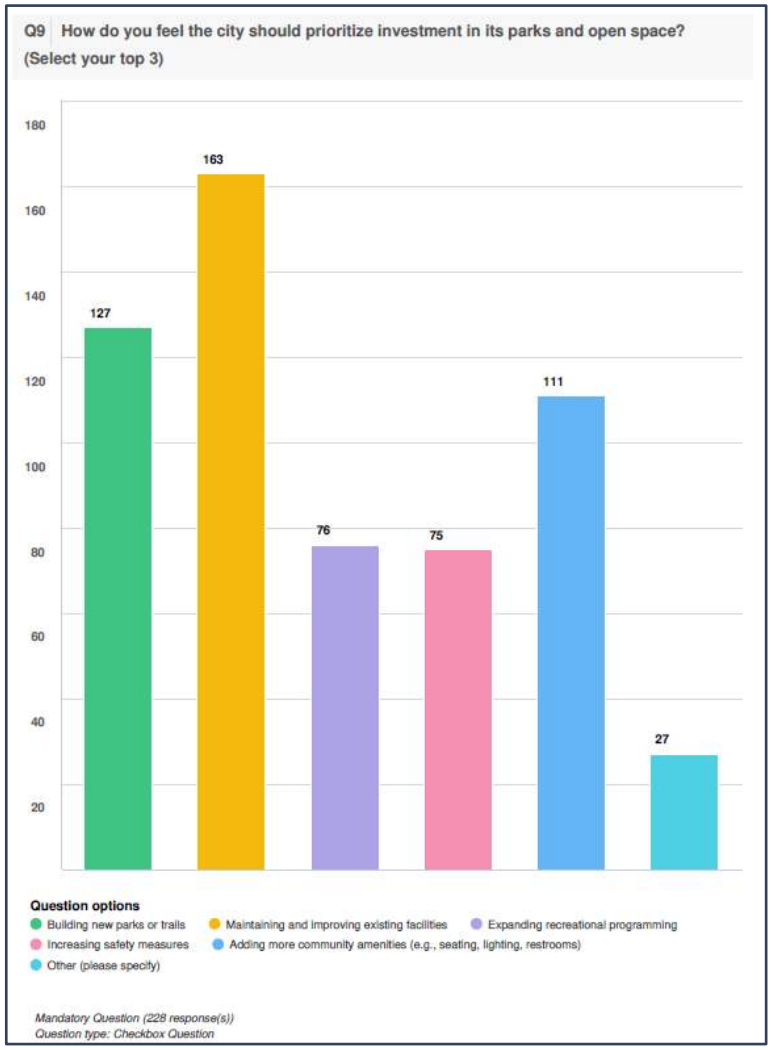
Q8: WHAT TYPES OF RECREATIONAL ACTIVITIES WOULD YOU OR YOUR FAMILY LIKE TO SEE MORE OF IN MIDVALE?



"Other" responses included:

- Arts and crafts programs or public art installations
- Environmental stewardship programs (e.g., cleanup days)
- Open gym times or indoor walking options
- Programs for seniors or multigenerational activities
- Pickleball leagues and clinics

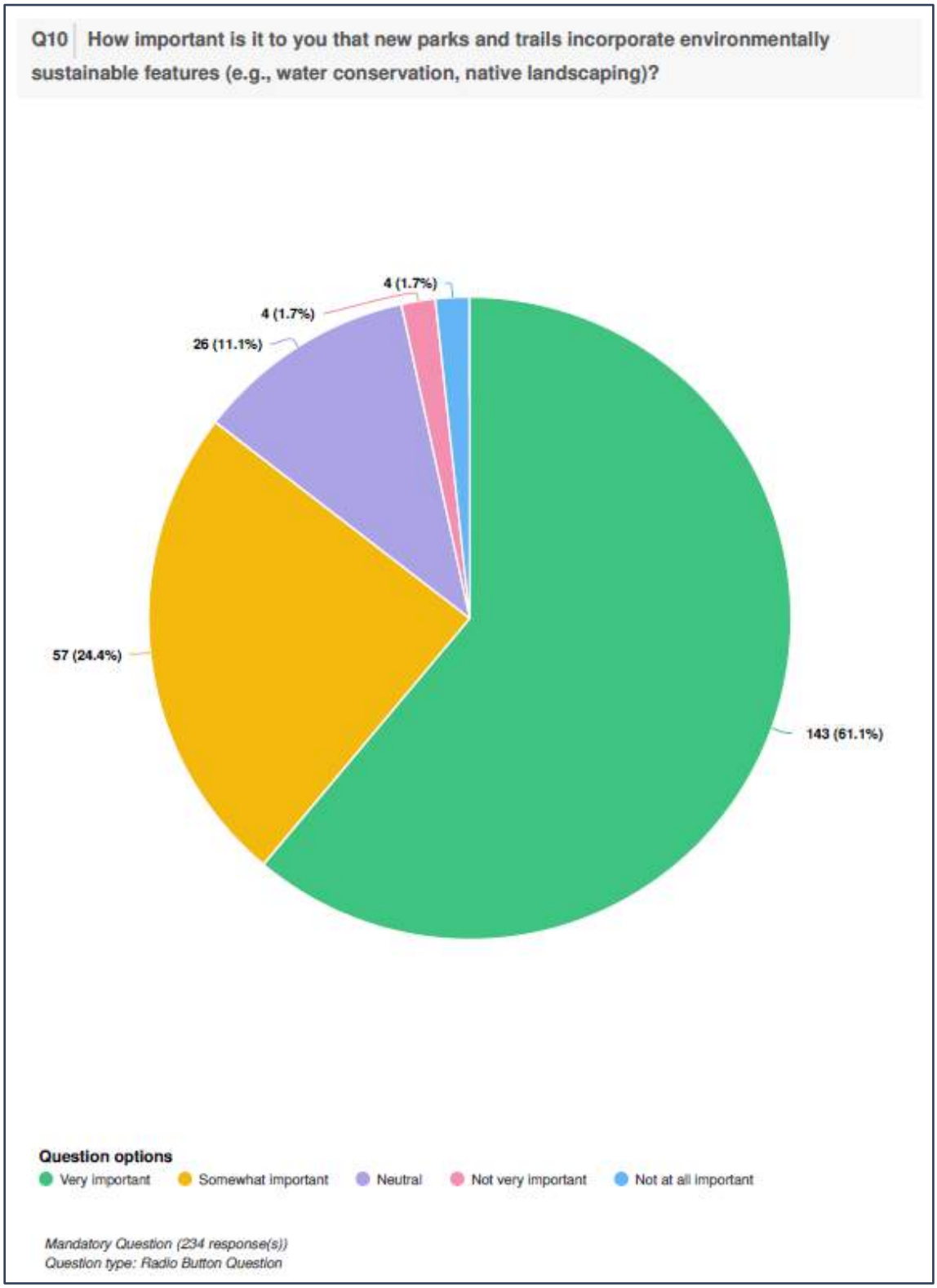
Q9: HOW DO YOU FEEL THE CITY SHOULD PRIORITIZE INVESTMENT IN ITS PARKS AND OPEN SPACE?



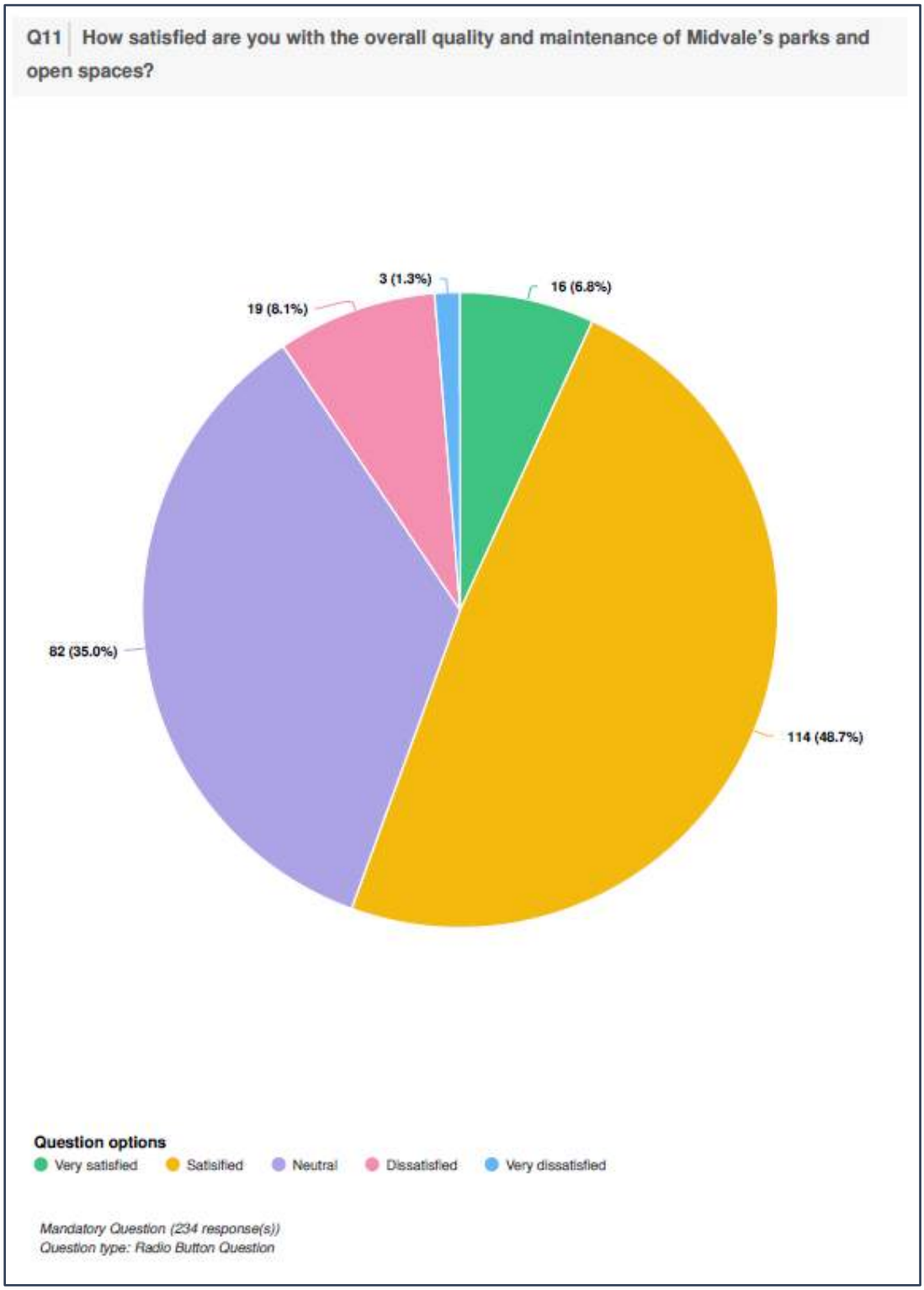
"Other" responses included:

- Improved lighting and safety at night
- Better wayfinding and signage
- More maintenance of trails and bike paths
- Increased community involvement in planning
- Park-specific programming for underserved neighborhoods

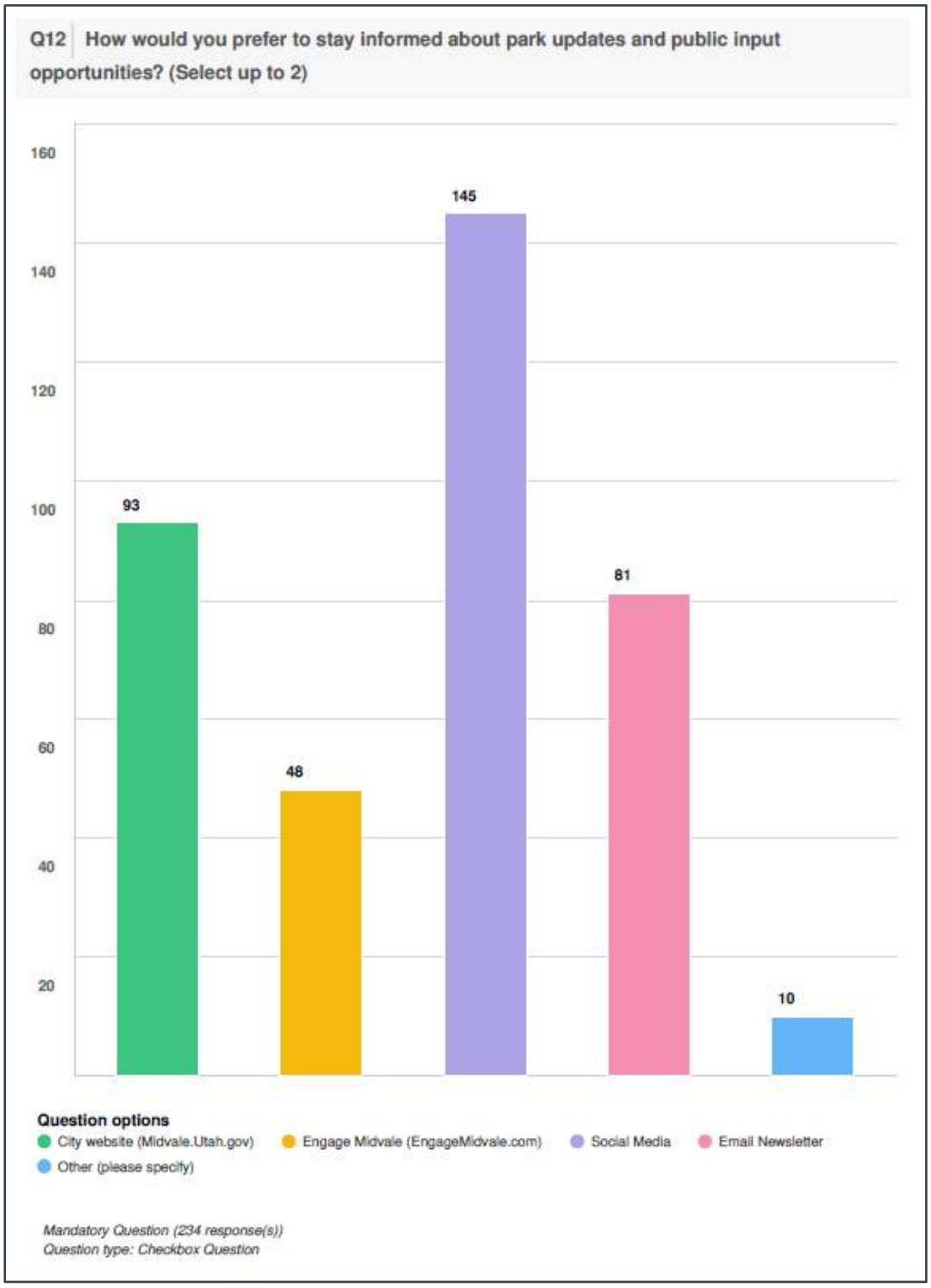
Q10: HOW IMPORTANT IS IT TO YOU THAT NEW PARKS AND TRAILS INCORPORATE ENVIRONMENTALLY SUSTAINABLE FEATURES?



Q11: HOW SATISFIED ARE YOU WITH THE OVERALL QUALITY AND MAINTENANCE OF MIDVALE'S PARKS AND OPEN SPACES?



Q12: HOW WOULD YOU PREFER TO STAY INFORMED ABOUT PARK UPDATES AND PUBLIC INPUT OPPORTUNITIES?



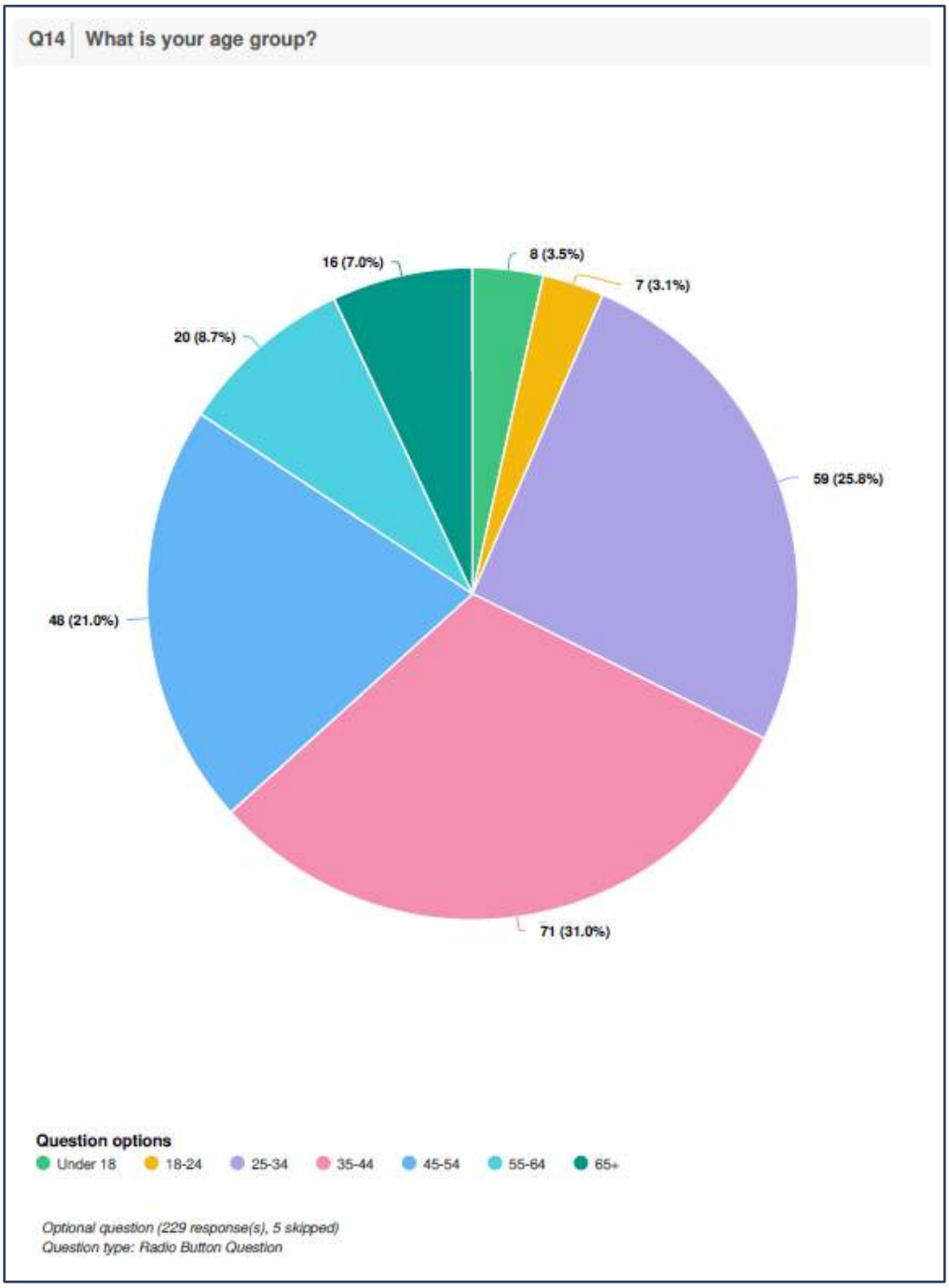
Q13: WHAT IS YOUR ZIP CODE?

This question was open response and cannot be produced as a chart or graph. Provided below is a summary of the responses received.

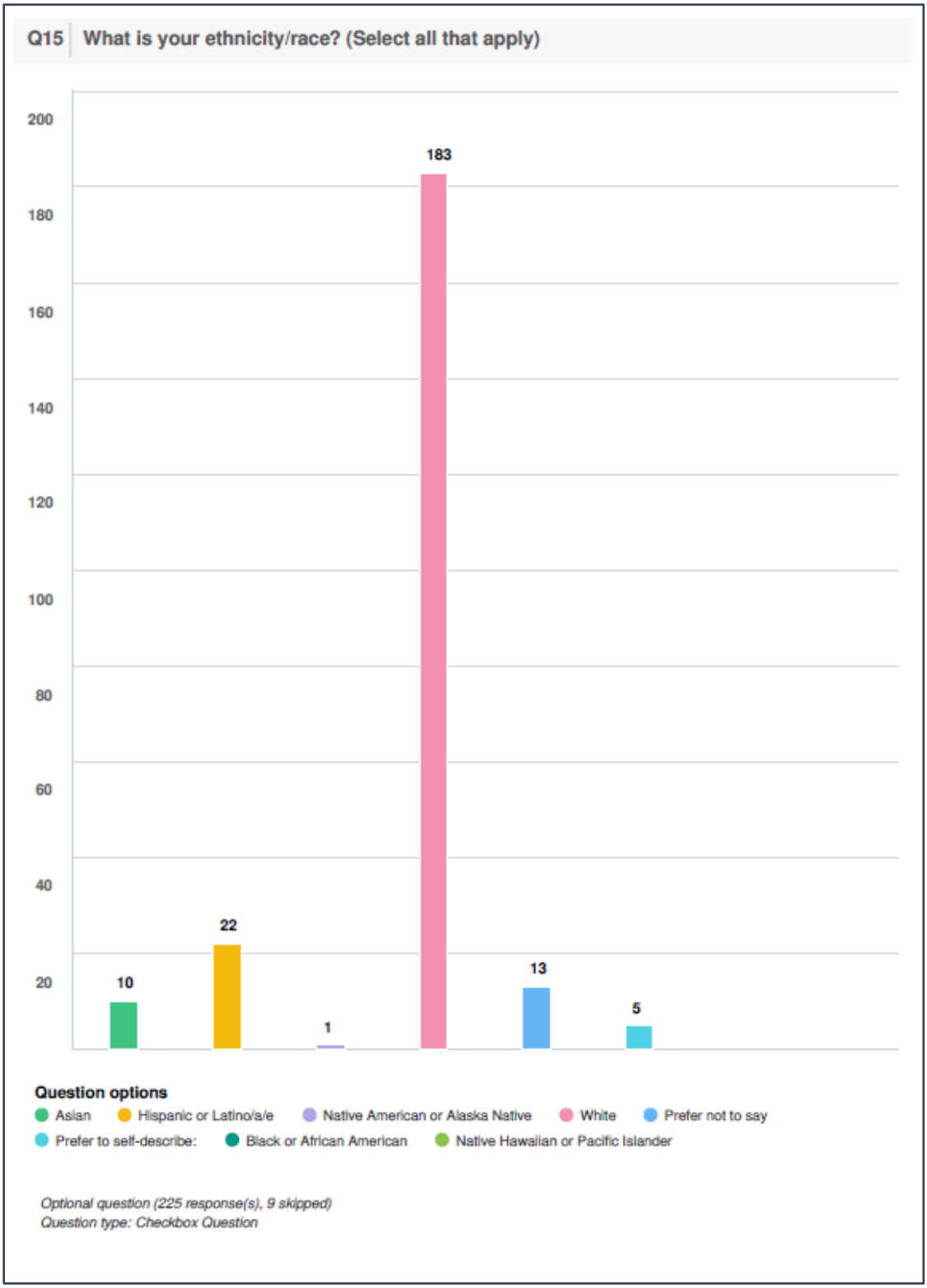
Summary

- The majority of survey respondents live in 84047, confirming that the feedback received primarily reflects the views of Midvale residents.
- A smaller portion of responses came from surrounding zip codes, such as:
    - 84123 (Murray/Taylorsville) and 84070 (Sandy)
    - Others cited zip codes included 84107, 84105, 84020, 84104, and 84119
- These responses suggest that Midvale's parks are used not only by local residents but also by those residing in neighboring communities.

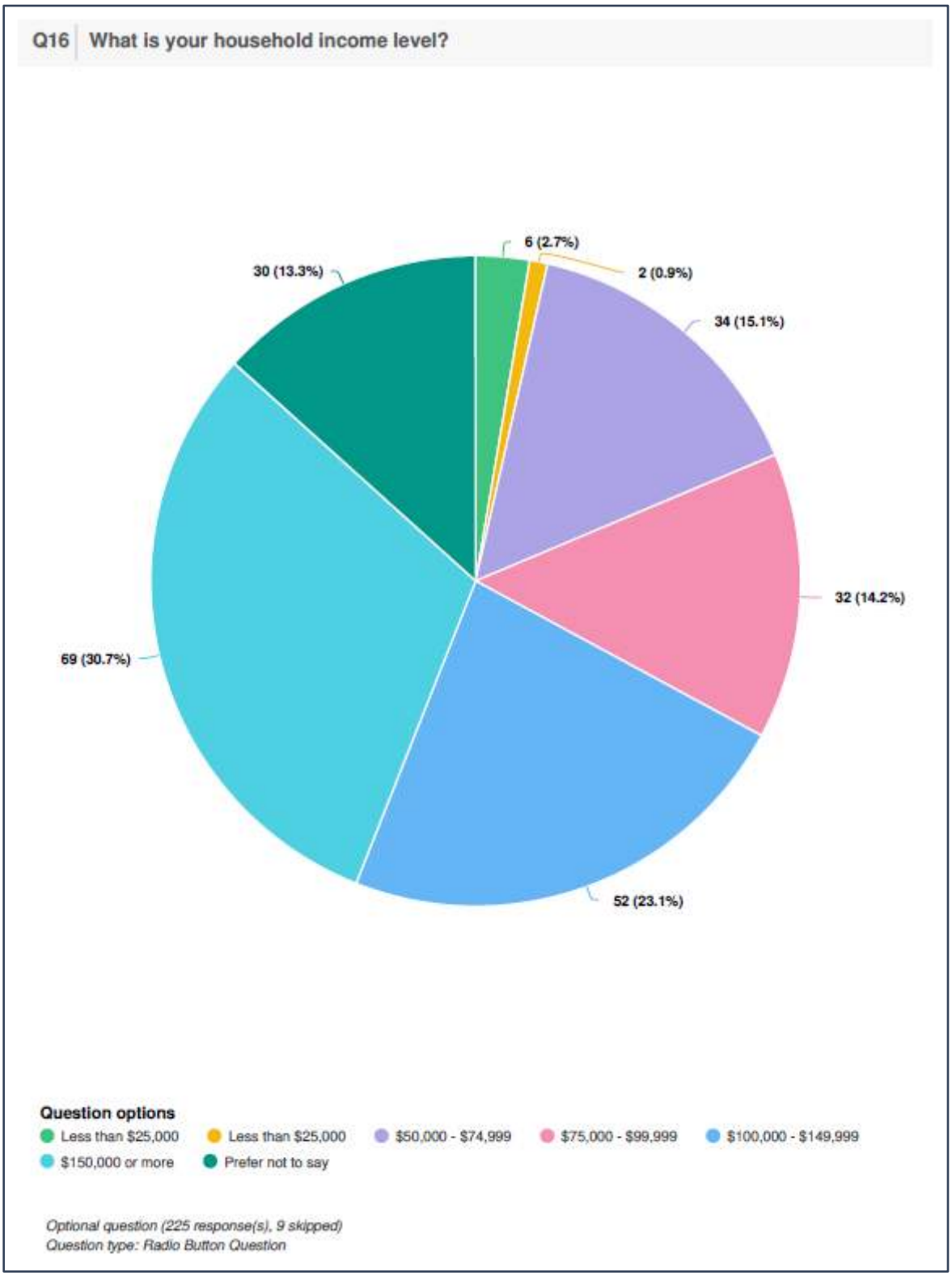
Q14: WHAT IS YOUR AGE GROUP?



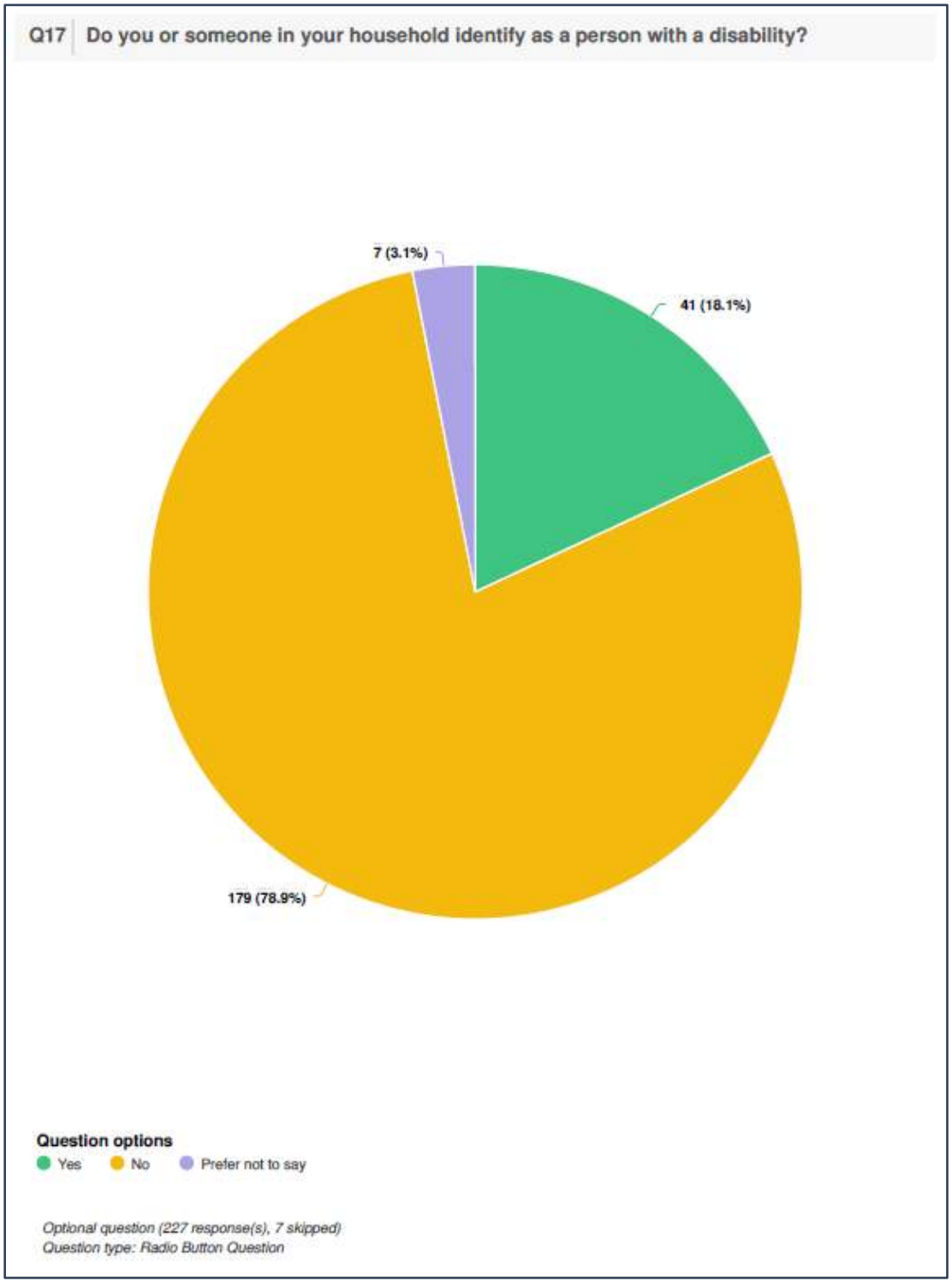
Q15: WHAT IS YOUR ETHNICITY/RACE?



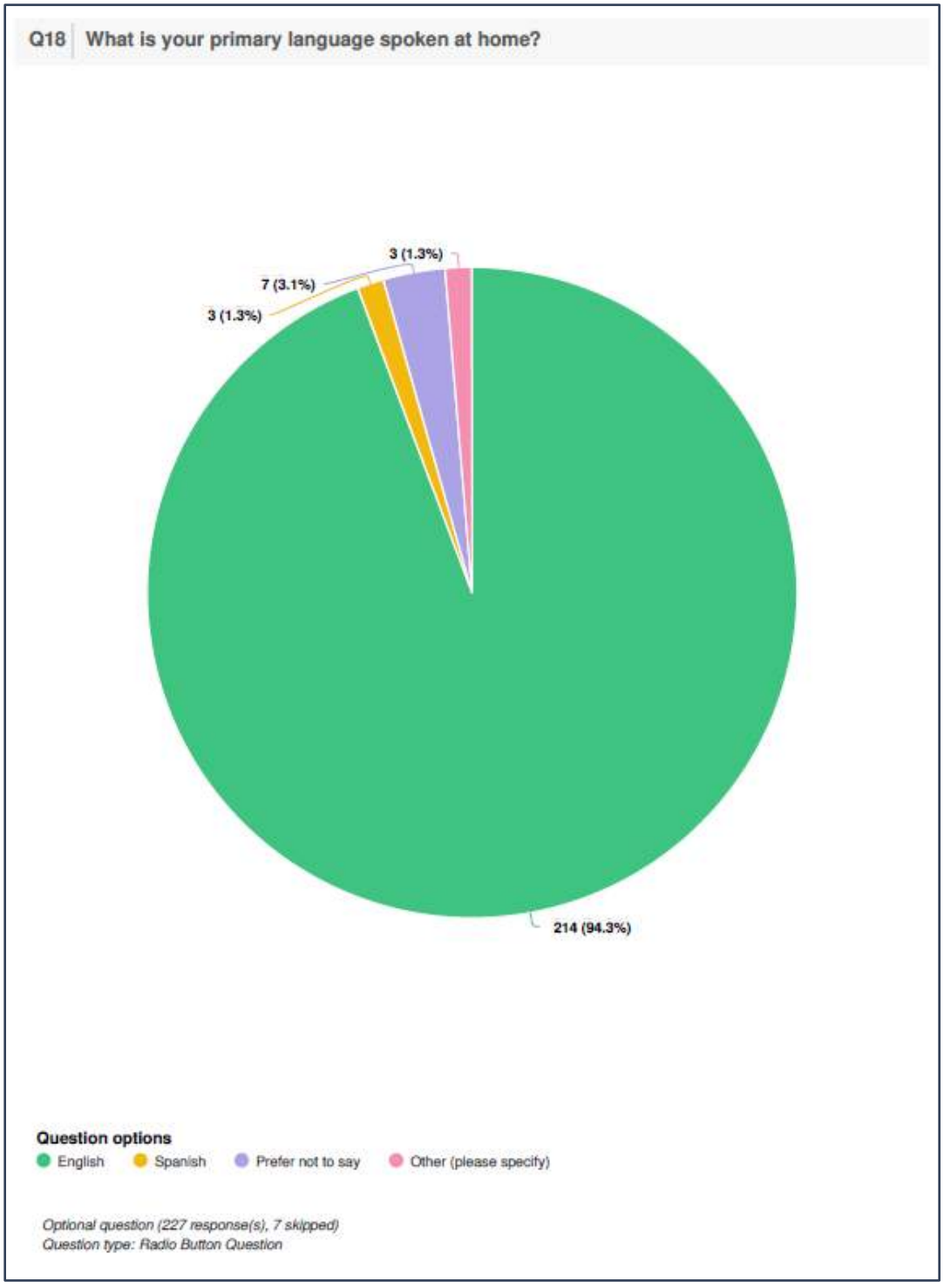
Q16: WHAT IS YOUR HOUSEHOLD INCOME LEVEL?



Q17: DO YOU OR SOMEONE IN YOUR HOUSEHOLD IDENTIFY AS A PERSON WITH A DISABILITY?

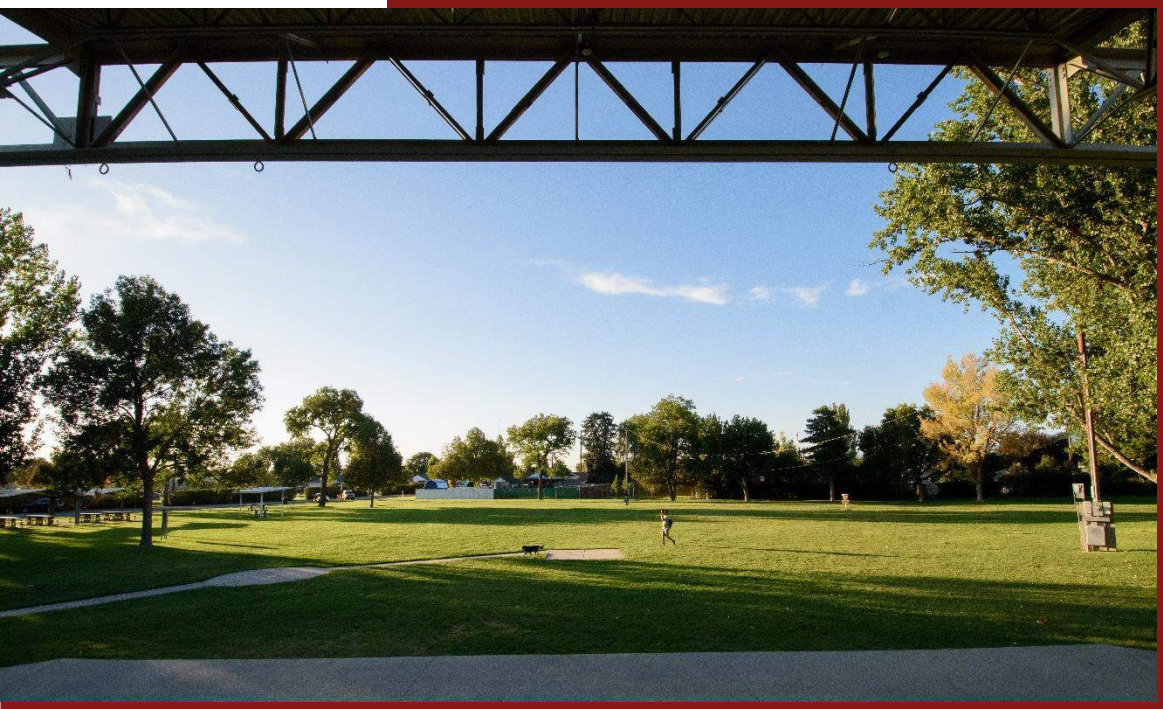


Q18: WHAT IS YOUR PRIMARY LANGUAGE SPOKEN AT HOME?



Midvale City

Parks and Trails
Impact Fee Facilities Plan



Prepared by Zions Public Finance, Inc.
October 2025

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Executive Summary

Background

Midvale City, Utah ("City") has created this Parks and Trails Impact Fee Facilities Plan in accordance with all legal requirements of Utah Code 11-36a. New development will place increased demand on existing park and trail facilities and therefore is responsible for contributing its fair share of the capital costs necessitated by new development.

Demand for park and trail facilities comes from residential development and the associated population growth. Commercial development is not considered to create more demand on park and trail facilities and is therefore not included in the calculation of impact fees. Projected population growth in Midvale is estimated as follows:

TABLE 1: PROJECTED POPULATION GROWTH, 2025-2035

Year	Population
2025	38,017
2026	38,592
2027	39,108
2028	39,690
2029	40,208
2030	40,659
2031	41,122
2032	41,544
2033	42,024
2034	42,486
2035	42,837
Population Growth, 2025-2035	**4,820**

Source: Midvale City; ZPFI

Identify the Existing and Proposed Levels of Service and Excess Capacity

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

The IFFP considers only *system*-wide park and trail facilities for the purpose of calculating impact fees. *Project*-wide park and trail facilities cannot be used to establish levels of service eligible to be maintained through impact fees. Based on input from the City and the consultants, a system-wide park and trail facility is defined as a facility that serves more than one local development area.

Existing service levels are based on the 2025 levels of service in the City for parks and trails. While the City manages a total of 79.55 park acres, most of those park acres are either not owned by the City or are jointly owned by the City and another entity, thereby leaving a total of 20.67 impact-fee eligible acres. This results in a standard of 0.54 park acres per 1,000 persons.

For trails, the City has a total of 416,064 square feet of asphalt trails and 356,400 square feet of concrete trails. This means the City provides 10.94 square feet of asphalt trails per capita and 9.37 square feet of concrete trails per capita.

TABLE 2: EXISTING AND PROPOSED IMPACT-FEE ELIGIBLE LEVELS OF SERVICE (LOS)

	Existing LOS	Proposed LOS
Parks (acres, with improvements, per 1,000 persons)	0.54	0.54
Asphalt Trails (square feet per capita)	10.94	10.94
Concrete Trails (square feet per capita)	9.37	9.37

Source: Midvale City; ZPFI

The City intends to at least maintain current service levels for parks and trails. The existing and proposed levels of service have been expressed in acres per 1,000 persons (parks) or square feet per capita (trails) and are then converted to a cost level per capita. Parks and trails development within the City functions as one overall recreation system designed to meet the needs and desires of residents for physical and leisure activities and therefore, the overall cost service level reflects the combined level of service for all parks and trails in Midvale.

Identify Demands Placed Upon Existing Public Facilities by New Development Activity at the Proposed Level of Service

Utah Code 11-36a-302(1)(a)(iv)

Table 3 shows the declining service levels that will occur in the City due to the projected population growth in the next ten years if no new facilities are added. Service levels are shown in terms of acres per 1,000 persons for parks, square feet per capita for trails and in terms of cost per capita.

TABLE 3: IMPACTS TO SERVICE LEVELS DUE TO NEW DEVELOPMENT IF NO IMPROVEMENTS ARE MADE

	2025 Service Levels	2035 Service Levels	Investment LOS 2025 per Capita	Investment LOS 2035 per Capita
Parks	0.54	0.48	$281.69	$250.00
Asphalt Trails	10.94	9.71	$43.78	$38.85
Concrete Trails	9.37	8.32	$46.87	$41.60

Source: Midvale City; ZPFI

Identify How the Growth Demands Will Be Met

Utah Code 11-36a-302(1)(a)(v)

In order to maintain the existing level of service, the projected population growth attributed to new development over the next ten years will require the construction of new facilities in the amount of $1,794,685.

TABLE 4: NEW FACILITIES COSTS NEEDED TO MEET THE DEMANDS OF NEW GROWTH, 2025-2034

Description	Amount
Parks (acres, with improvements, per 1,000 persons)	$1,357,750
Asphalt Trails (square feet per capita)	$211,003
Concrete Trails (square feet per capita)	$225,932

Total (System Parks and Trails)	**$1,794,685**

Source: Midvale City; ZPFI

Consideration of Revenue Sources to Finance Impacts on System Improvements

Utah Code 11-36a-302(2)

This Impact Fee Facilities Plan includes a thorough discussion of all potential revenue sources for park and trail improvements. These revenue sources include grants, bonds, interfund loans, transfers from the General Fund, impact fees and anticipated or accepted dedications of system improvements.

CHAPTER 1: UTAH CODE LEGAL REQUIREMENTS

Utah law requires that communities prepare an Impact Fee Facilities Plan (IFFP) before preparing an Impact Fee Analysis (IFA) and enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFFP. This IFFP follows all legal requirements as outlined below. The City has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Facilities Plan in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Facilities Plan

A local political subdivision must provide written notice of its intent to prepare an IFFP before preparing the Plan (Utah Code §11-36a-501). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFFP by posting notice on August 25, 2025. A copy of the notice is included in Appendix A.

Preparation of Impact Fee Facilities Plan

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an Impact Fee Facilities Plan. (Utah Code 11-36a-301).

Section 11-36a-302(a) of the Utah Code outlines the requirements of an Impact Fee Facilities Plan which is required to identify the following:

(i) identify the existing level of service
(ii) establish a proposed level of service
(iii) identify any excess capacity to accommodate future growth at the proposed level of service
(iv) identify demands placed upon existing facilities by new development activity at the proposed level of service; and
(v) identify the means by which the political subdivision or private entity will meet those growth demands.

Further, the proposed level of service may:

(i) exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or
(ii) establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.

In preparing an Impact Fee Facilities Plan, each local political subdivision shall generally consider all revenue sources to finance the impacts on system improvements, including:

(a) grants

(b) bonds
(c) interfund loans
(d) transfers from the General Fund
(e) impact fees; and
(f) anticipated or accepted dedications of system improvements.

Certification of Impact Fee Facilities Plan

Utah Code states that an Impact Fee Facilities Plan shall include a written certification from the person or entity that prepares the Impact Fee Facilities Plan. This certification is included at the conclusion of this plan.

CHAPTER 2: EXISTING SERVICE LEVELS, PROPOSED SERVICE LEVELS AND EXCESS CAPACITY

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

Growth in Demand

Impacts on park and trail facilities will come from growth in the population.

TABLE 5: PROJECTED POPULATION GROWTH, 2025-2034

Year	Population
2025	38,017
2026	38,592
2027	39,108
2028	39,690
2029	40,208
2030	40,659
2031	41,122
2032	41,544
2033	42,024
2034	42,486
2035	42,837
Growth in Population: 2025-2035	**4,820**

Source: Midvale City, ZPFI

Population projections are for 4,820 additional residents between 2025 and 2035.

Existing Service Levels

Parks

The City has indicated that most of the park acres within the City are either not owned by the City, have been donated to the City, have been acquired with grant funds, or are not used for recreation (as in the case of the Midvale Cemetery), and are therefore ineligible for consideration in impact fee calculations. In addition, park amenities which are located on properties where the City does not own the land may not be counted toward the calculation of an impact fee. However, the cost of park amenities can be considered for parks where the City paid for those amenities even though the land may have been donated or acquired with grant funds. Total system improvements for parks are shown in the table below as well as the parks that are eligible for impact fee calculations.

TABLE 6: SYSTEM PARK ACREAGE

Park	Address	Total Acres	Ineligible Acres
Adams Street	457 Harvard Cir	3.30	3.30
Bingham Junction	6980 S River Reserve Ct	24.57	24.57
Fire Station	607 E Fort Union Blvd	0.60	0.60
Florentine Villas	Tuscany View Rd & Bingham Jct Blvd	1.66	1.66
Founders Point	7670 Holden St	1.10	1.10
Jordan Bluffs	7998 S Bingham Junction Blvd	4.21	4.21
Jordan River Open Space	Jordan River Parkway Trail	10.42	

Park	Address	Total Acres	Ineligible Acres
Legacy	7515 S & Jordan River Parkway Trail	1.12	1.12
Midvale City	350 W Park St	20.32	10.07
San Moritz	Bingham Junction Blvd & Center St	3.06	3.06
Seghini Pocket	7744 S 600 W	1.00	1.00
Talavera at the Junction	1004 Tuscany View Rd	1.79	1.79
Cemetery	471 6th Ave	6.40	6.40
TOTAL		**79.55**	**58.88**
	Impact-Fee Eligible Acres	**20.67**	

Source: Midvale City; ZPFI

The existing level of service for parks, for the purpose of calculating impact fees, is 0.54 acres per 1,000 persons, calculated by dividing the 20.67 eligible park acres by the 2025 population of 38,017 persons divided by 1,000.

Existing impact-fee eligible park improvements are summarized in the table below.

TABLE 7: SYSTEM PARK IMPROVEMENTS

Category	Total	Cost per Unit	Total Investment
Land Acres	20.67	$200,000	$4,134,000
Play Structures	4	$110,000	$440,000
Pavilions / Shade Structure	12	$75,000	$900,000
Trees	119	$100	$11,900
Basketball Courts	2	$50,000	$100,000
Tennis Courts	1	$90,000	$90,000
Pickleball Courts	8	$65,000	$520,000
Volleyball	1	$21,500	$21,500
Baseball/ Softball	1	$20,000	$20,000
Open Green Space (acres)	21.16	$108,900	$2,304,324
Tables	37	$1,000	$37,000
Benches	8	$300	$2,400
Restrooms	2	$120,000	$240,000
Flag Poles	1	$3,500	$3,500
Light Poles	31	$2,500	$77,500
Concrete (square feet)	10,515	$5	$52,575
Asphalt (square feet)	141,175	$4	$564,700
Parking Stalls	387	$1,320	$510,840
Sidewalk (linear feet)	8,251	$55	$453,805
Disc Golf	1	$10,000	$10,000
Plaza Spaces / Amphitheater	1	$150,000	$150,000
Splash Pad	1	$65,000	$65,000
TOTAL			**$10,709,044**

Source: Midvale City; ZPFI

The existing level of service for parks (land and improvements) is therefore calculated by taking the total investment/value of park improvements of $10,709,044 and dividing by the existing population of 38,017 which results in a service level of $281.69 per capita.

Trail Improvements

The City's trail system only includes trails that are owned by Midvale City. All system trails identified were made of concrete or asphalt for a total area of 772,464 square feet. The City currently has 416,064 square feet of asphalt trails. This results in an existing service level of 10.94 square feet of asphalt trails per capita, given the City's population of 38,017. The City also currently has 356,400 square feet of concrete trails, translating to an existing service level of 9.37 square feet of concrete trails per capita.

TABLE 8: SYSTEM TRAILS

Trail Type	Square Feet	Existing Level of Service (square feet per capita)
Asphalt	416,064	10.94
Concrete	356,400	9.37

Source: Midvale City; ZPFI

Proposed Service Levels

The City has decided to at least maintain its existing service levels for park and trail facilities. Therefore, the proposed level of service for park and trail facilities for the next ten years will be at least the same as, or greater than, the existing level of service. Impact fees for park and trail facilities, however, will only be calculated based on the existing level of service. If the City chooses to increase its service levels, it will be done through funding sources other than impact fees.

Identify Excess Capacity

The City has not identified any excess capacity in any of its parks or trail facilities. In other words, the City intends to at least maintain its existing service levels for parks and trail facilities. Therefore, it will need to build additional parks and trail facilities.

CHAPTER 3: IDENTIFY DEMANDS PLACED ON EXISTING PUBLIC FACILITIES BY NEW DEVELOPMENT ACTIVITY AT PROPOSED LEVEL OF SERVICE AND HOW THOSE DEMANDS WILL BE MET

Utah Code 11-36a-302(1)(a)(iv)(v)

Demand Placed on Facilities by New Development Activity

Parks

Park service levels will decline due to population growth from new development activity, from the existing cost service level of $281.69 to $250.00 per person by 2035 if no new facilities are acquired or constructed. In order to maintain existing service levels, the City will need to make an investment of $1,357,750 by 2035.

TABLE 9: PARK SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2025-2035

Year	Population	Population Growth	Land Acres per 1,000 Persons if No New Facilities	Additional Land Needed (acres)	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2025	38,017		0.54		$281.69	$0
2026	38,592	575	0.54	0.31	$277.49	$161,972
2027	39,108	516	0.53	0.28	$273.83	$145,353
2028	39,690	582	0.52	0.32	$269.82	$163,944
2029	40,208	518	0.51	0.28	$266.34	$145,916
2030	40,659	451	0.51	0.25	$263.39	$127,043
2031	41,122	463	0.50	0.25	$260.42	$130,423
2032	41,544	422	0.50	0.23	$257.78	$118,874
2033	42,024	480	0.49	0.26	$254.83	$135,212
2034	42,486	462	0.49	0.25	$252.06	$130,141
	42,837	351	0.48	0.19	$250.00	$98,874
Total		**4,820**		**2.62**		**$1,357,750**

Source: Midvale City; ZPFI

Trails - Asphalt

The existing level of service of 10.94 square feet per capita of asphalt trails would decline to 9.71 square feet per capita if no new improvements are made. In order to maintain existing service levels, the City will need to add 52,751 square feet of asphalt trails over the next 10 years, costing an estimated $211,003 in additional investment.

TABLE 10: ASPHALT TRAIL SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2025-2034

Year	Population	Population Growth	Trail Square Feet per Capita	Additional Trails Needed (square feet)	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2025	38,017		10.94		$43.78	$0
2026	38,592	575	10.78	6,292.89	$43.12	$25,172
2027	39,108	516	10.64	5,647.18	$42.56	$22,589
2028	39,690	582	10.48	6,369.50	$41.93	$25,478
2029	40,208	518	10.35	5,669.07	$41.39	$22,676

Year	Population	Population Growth	Trail Square Feet per Capita	Additional Trails Needed (square feet)	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2030	40,659	451	10.23	4,935.81	$40.93	$19,743
2031	41,122	463	10.12	5,067.14	$40.47	$20,269
2032	41,544	422	10.02	4,618.43	$40.06	$18,474
2033	42,024	480	9.90	5,253.20	$39.60	$21,013
2034	42,486	462	9.79	5,056.20	$39.17	$20,225
2035	42,837	351	9.71	3,841.40	$38.85	$15,366
Total		**4,820**		**52,750.83**		**$211,003**

Source: Midvale City; ZPFI

Trails - Concrete

The existing level of service of 9.37 square feet per capita of concrete trails would decline to 8.32 square feet per capita if no new improvements are made. In order to maintain existing service levels, the City will need to add 45,186 square feet of concrete trails over the next 10 years, costing an estimated $225,932 in additional investment.

TABLE 11: TRAIL SERVICE LEVEL IMPACTS FROM NEW DEVELOPMENT ACTIVITY, 2025-2034

Year	Population	Population Growth	Trail Square Feet per Capita	Additional Trails Needed (square feet)	Cost Service Levels per Capita if No New Facilities	Additional Investment Needed
2025	38,017		9.37		$46.87	$0
2026	38,592	575	9.24	5,390.48	$46.18	$26,952
2027	39,108	516	9.11	4,837.37	$45.57	$24,187
2028	39,690	582	8.98	5,456.11	$44.90	$27,281
2029	40,208	518	8.86	4,856.12	$44.32	$24,281
2030	40,659	451	8.77	4,228.01	$43.83	$21,140
2031	41,122	463	8.67	4,340.51	$43.33	$21,703
2032	41,544	422	8.58	3,956.15	$42.89	$19,781
2033	42,024	480	8.48	4,499.88	$42.40	$22,499
2034	42,486	462	8.39	4,331.14	$41.94	$21,656
2035	42,837	351	8.32	3,290.54	$41.60	$16,453
Total		**4,820**		**45,186.31**		**$225,932**

Source: Midvale City; ZPFI

Identify the Means by Which the Political Subdivision Will Meet the Growth Demands

The City will need to acquire additional park and trail facilities in order to maintain its existing service levels. After extensive internal discussions and public input, the City has identified the following types of projects that may be undertaken in the future:

Enhancements to existing parks and trails. The City plans to make investments in walkability, tree cover, and trail amenities to existing City facilities. The City has identified wayfinding, shade, and connectivity improvements to Midvale Center Station and Midvale Fort Union Station. In addition, the City plans to expand amenities at Jordan Bluffs Park and explore park and trail improvements at Fort Union Plaza.

New parks and trails. The City may also consider identifying additional opportunity sites to support gaps in service within the south central and northeast central parks of the City that are not currently serviced by its parks and trails system. Potential sites near State Street, Fort Union Boulevard (7200 South), and the Jordan and Salt Lake City Canal have been identified.

Partnerships with stakeholder organizations. The City plans to partner with landowners, adjacent municipalities, and regional and state agencies such as UTA, UDOT, and Salt Lake County to support the development of future parks and enhance trail and open space connectivity.

Land agreements. The City plans to consider land swaps and shared use agreements with key landowners to expand access to playgrounds or fields not owned directly by the City.

Land use planning. The City may consider co-locating parks within new developments, civic buildings, or utility sites. The City also may reclaim underutilized City land such as wide medians or park strips, dead-end streets, or vacant rights-of-way for recreational purposes.

CHAPTER 4: CONSIDERATION OF ALL REVENUE SOURCES

Utah Code 11-36a-302(2)

Grants. The City is unaware of any potential grant sources for future park and trail developments. However, should it be the recipient of any such grants, it will then look at the potential to reduce impact fees.

The City has no knowledge of any future parks or trails gifts that will be received by the City. Further, the City has conservatively excluded any gifted properties, or properties acquired through grant funds, in establishing its level of service used in the calculation of impact fees.

Bonds. The City has no outstanding bonds for parks, trails, or recreation; therefore, no credits for bonds will need to be considered in the calculation of impact fees.

Interfund Loans. The City currently has no plans to purchase park, recreation, or trail facilities through any interfund loans and has not done so in the past.

Transfer from General Fund. To the extent that the City is able to generate net revenues in its General Fund, it may choose to transfer all or a portion of the net revenues to the City's capital fund. It is most likely that, if net revenues should be generated for park facilities, they will be used to raise existing service levels rather than offset the demands generated by new development which is anticipated to be offset with impact fees.

Impact Fees. Because of the growth anticipated to occur in the City, impact fees are necessary and are a viable means of allowing new development to pay for the impacts that it places on the existing system. This IFFP is developed in accordance with legal guidelines so that an Impact Fee Analysis for Parks and Trails may be prepared and the City may charge impact fees for Parks and Trails.

Anticipated or Accepted Dedications of System Improvements. Any item that a developer funds must be included in the IFFP if a credit against impact fees is to be issued and must be agreed upon with the City before construction of the improvements.

CERTIFICATION

Zions Bank Public Finance certifies that the attached impact fee facilities plan:

1. Includes only the costs of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. Does not include:
    a. costs of operation and maintenance of public facilities;
    b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;

3. Offsets costs with grants or other alternate sources of payment; and

4. Complies in each and every relevant respect with the Impact Fees Act.

APPENDIX A – NOTICE OF INTENT TO PREPARE A COMPREHENSIVE AMENDMENT TO THE PARKS, TRAILS, AND OPEN SPACE IMPACT FEE FACILITIES PLAN

7505 S Holden Street
Midvale, UT 84047
801-567-7200 ext. 1022
Midvale.Utah.gov

Midvale City Notice of Intent to Prepare an Impact Fee Facilities Plan for Parks, Trails, and Open Space

Midvale City, Utah intends to commence the preparation of independent and comprehensive Impact Fee Facilities Plan for parks, trails, and open space; and therefore, pursuant to the provisions of 11-36a-501 of the Utah Code, notice is hereby provided of the intent of Midvale City to prepare an Impact Fee Facilities Plan. The impact fee service area for this analysis and the geographic area where the proposed impact fee facilities will be located includes the entire Midvale City boundaries. The impact fees to be considered will be charged to new development and used to offset the cost of capital facilities needed to serve new development. Any affected are invited to provide information to be considered in preparing the Impact Fee Facilities Plan. For information about the Impact Fee Facilities Plan, please contact Adam Olsen at 7505 S. Holden St. Midvale, UT 84047 or e-mail aolsen@midvaleut.gov. Any information received should be provided in writing.

A copy of the foregoing was posted in the City Hall Lobby, the 2nd Floor City Hall Lobby, on the City's website at Midvale.Utah.gov and the State Public Notice website at http://pmn.utah.gov.

APPENDIX B – PARK AMENITY IMPROVEMENTS

The following improved recreation facilities have a useful life of at least ten years.

Improvements per Park – Part 1	Land	Play Structures	Pavilions	Trees	Basketball Courts	Tennis Courts
Units Cost per Unit	Acres $200,000	Each $110,000	Each $75,000	Each $100	Each $50,000	Each $90,000
Bingham Junction	--	2	3	48	1	--
Jordan River Open Space	10.42	--	--	--	--	--
Midvale City Park	10.25	2	9	71	1	1
TOTAL	**20.67**	**4**	**12**	**119**	**2**	**1**

Improvements per Park – Part 2	Pickleball Courts	Volleyball Pits	Baseball/Softball Dugouts & Backstops	Irrigated Green Space	Tables	Benches
Units Cost per Unit	Each $65,000	Each $21,500	Each $20,000	Acres $108,900	Each $1,000	Each $300
Bingham Junction	--	--	1	7	8	2
Jordan River Open Space	--	--	--	--	--	--
Midvale City Park	8	1	--	14	29	6
TOTAL	**8**	**1**	**1**	**21**	**37**	**8**

Improvements per Park – Part 3	Restrooms	Flag Poles	Light Poles	Concrete	Asphalt	Parking Stalls
Units Cost per Unit	Each $120,000	Each $3,500	Each $2,500	Square Feet $5	Square Feet $4	Each $1,320
Bingham Junction	--	--	14	10,515	29,495	75
Jordan River Open Space	--	--	--	--	--	--
Midvale City Park	2	1	17	--	111,680	312
TOTAL	**2**	**1**	**31**	**10,515**	**141,175**	**387**

Improvements per Park – Part 4	Sidewalk	Disc Golf	Amphitheater	Splash Pad
Units Cost per Unit	Linear Feet $55	Each $10,000	Each $150,000	Each $65,000
Bingham Junction	1,235	--	--	--
Jordan River Open Space	--	--	--	--
Midvale City Park	7,016	1	1	1
TOTAL	**8,251**	**1**	**1**	**1**

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

MIDVALE CITY COUNCIL
STAFF REPORT
12/2/2025

SUBJECT

Consideration of Ordinance No. 2025-O-23 Amending Midvale Municipal Code Section 10.16.150 Overnight Parking of Certain Vehicles Prohibited and Enacting Midvale Municipal Code Sections 10.16.160 Commercial Vehicle Parking Prohibited and 10.16.170 City Parking Facilities Regulations.

SUBMITTED BY

Daniel Van Beuge, Deputy City Attorney

BACKGROUND AND OVERVIEW

Midvale has been dealing with issues related to commercial vehicles parking on public streets and in public parking lots. In several instances, public streets and public parking lots are being utilized as commercial vehicle storage. There has also been an ongoing issue with oversized vehicles creating hazards by parking on public streets.

On November 18, 2025, City Council discussed these issues with staff during their regular City Council Meeting. The Council directed staff to prohibit oversized and commercial vehicles from parking on City streets at all times. The Council also directed staff to prohibit overnight parking and limit commercial vehicle parking in City-owned and operated parking lots. The Council stated their desire to have broad prohibitions on commercial vehicle parking in order to address a myriad of current parking issues related to tow trucks, limousines, and peer-to-peer rental vehicles.

Following the Council's guidance, staff has drafted proposed Midvale Municipal Code text amendments and enactments for the Council's consideration to address current parking issues. As per the Council's direction, the proposed code text enactments have been drafted broadly to ensure that they account for all types of commercial vehicles.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance No. 2025-O-23 which amends Midvale Municipal Code section 10.16.150 Overnight parking of certain vehicles prohibited and enacts Midvale Municipal Code sections 10.16.160 Commercial vehicle parking prohibited and 10.16.170 City parking facilities regulations.

RECOMMENDED MOTION

I move that approve Ordinance No. 2025-O-23 amending Midvale Municipal Code Section 10.16.150 Overnight parking of certain vehicles prohibited and enacting Midvale Municipal Code Sections 10.16.160 Commercial vehicle parking prohibited and 10.16.170 City parking facilities regulations.

ATTACHMENTS

1. Ordinance No. 2025-O- 23 Amending Midvale Municipal Code Section 10.16.150 Overnight Parking of Certain Vehicles Prohibited and Enacting Midvale Municipal Code Sections 10.16.160 Commercial Vehicle Parking Prohibited and 10.16.170 City Parking Facilities Regulations.
2. Midvale Municipal Code Chapter 10.16 Amendments.

MIDVALE CITY, UTAH
ORDINANCE NO. 2025-O-23

AN ORDINANCE AMENDING MIDVALE MUNICIPAL CODE SECTION 10.16.150 OVERNIGHT PARKING OF CERTAIN VEHICLES PROHIBITED AND ENACTING MIDVALE MUNICIPAL CODE SECTIONS 10.16.160 COMMERCIAL VEHICLE PARKING PROHIBITED AND 10.16.170 CITY PARKING FACILITIES REGULATIONS.

WHEREAS, Midvale City is authorized to "regulate the use of streets, alleys, avenues, sidewalks, crosswalks, parks, and public grounds, install, prevent, or remove obstructions and encroachments thereon" under Utah Code Annotated § 10-8-11; and

WHEREAS, pursuant to Utah Code Annotated § 41-6a-207(3)(b), the City is authorized to adopt "additional traffic ordinances not in conflict with [Title 41, Chapter 6a of the Utah Code Annotated];" and

WHEREAS, Midvale City is authorized "for a highway under its jurisdiction and within the reasonable exercise of police power," to "[regulate] or [prohibit] stopping, standing, or parking" under Utah Code § 41-6a-208(2)(a); and

WHEREAS, the Midvale City Council is authorized to "pass all ordinances and rules, and make all regulations, not repugnant to law, […] as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city" under Utah Code Annotated § 10-8-84(1); and

WHEREAS, residents and City staff have has raised concerns about the impact of commercial vehicles utilizing City-owned parking lots and streets as storage for commercial vehicles; and

WHEREAS, Midvale City Council has raised concerns regarding the ongoing safety concerns with certain oversized vehicles parking on public streets; and

WHEREAS, Midvale Municipal Code Section 10.16.150 only prohibits the parking of certain vehicles on public streets between 10 PM and 7 AM; and

WHEREAS, there is currently no Midvale Municipal Code addressing parking commercial vehicles on City-owned parking lots or streets; and

WHEREAS, by amending Midvale Municipal Code Section 10.16.150 to prohibit parking of certain vehicles at any time with exceptions, the City Council desires to and finds that it will improve the health, safety, and comfort of its residents; and

WHEREAS, by enacting Midvale Municipal Code Sections 10.16.160 and 10.16.170, the City Council desires and finds that it will improve the health, safety, and comfort of its residents and improve the convenience of the city and its inhabitants; and

WHEREAS, the City Council desires and finds that the regulating the parking of certain vehicles, commercial vehicles, and City parking facilities will improve the ability for law enforcement to enforce these restrictions and improve the quality of life of residents.

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

Section 1. Midvale Municipal Code Section 10.16.150 *Overnight parking of certain vehicles* is amended as provided in Attachment A.

Section 2. Midvale Municipal Code Sections 10.16.160 *Commercial vehicle parking prohibited* and 10.16.170 *City parking facilities regulations* are enacted as provided in Attachment A.

Section 3. A violation of this ordinance includes the possibility of fines or imprisonment. Midvale City is required, under Utah Code Annotated Section 78B-22-301, to provide for indigent legal defense, as that term is defined in Utah Code Annotated Section 78B-22-102.

Section 4. This ordinance is effective upon publication in accordance with Section 10-3-711 of the Utah Code.

PASSED AND APPROVED this 2nd day of December, 2025.

Midvale City

By:_____
Dustin Gettel, Mayor

[SEAL]

VOTING:

Bryant Brown	Yea ____	Nay ____
Denece Mikolash	Yea ____	Nay ____
Paul Glover	Yea ____	Nay ____
Heidi Robinson	Yea ____	Nay ____

Bonnie Billings Yea ____ Nay ____

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Published this ____ day of December, 2025, on the Utah Public Notice Website.

Chapter 10.16
PARKING

Sections:

10.16.010 Parking or blocking streets or highways.
10.16.020 Traffic control devices.
10.16.030 Restricted parking areas.
10.16.040 Unlawful parking at curb.
10.16.050 Parking for certain purposes prohibited.
10.16.060 Loading zones.
10.16.070 Exceptions for physicians and emergency vehicles.
10.16.080 Alleys.
10.16.090 Cab and bus stands.
10.16.100 Parking for more than forty-eight hours.
10.16.110 Vehicles required to be inspected.
10.16.120 Winter parking.
10.16.130 Regulation of traffic and parking on school grounds.
10.16.140 Parking near mailboxes.
10.16.150 ~~Overnight p~~Parking of certain vehicles prohibited~~—Exceptions~~.
10.16.160 Commercial vehicle parking prohibited.
10.16.170 City parking facilities regulations.
10.16.~~160~~180 Authorized emergency, public, and highway work vehicles.

10.16.010 Parking or blocking streets or highways.

In addition to the parking provisions contained in the Utah Traffic Code, as adopted by the municipality, it shall be a class C misdemeanor for any person or vehicle to:

A. Remain standing, lying or sitting on any street or highway in such a manner as to obstruct the free passage of vehicular or pedestrian traffic thereon;

B. Willfully remain standing, lying or sitting on any street or highway in such manner for more than one minute after being requested to move by any police officer; or

C. Willfully remain on such street or highway in such manner as to obstruct the free passage of any person or vehicle into or out of any property abutting upon the street or highway or any property having access to such street or highway. (Ord. 2019-07 § 1 (Exh. A); Code 1975 § 11-341)

10.16.020 Traffic control devices.

The governing body may authorize or direct any person employed by the municipality to erect or install any traffic control device required to enforce the provisions of this chapter. (Ord. 2019-07 § 1 (Exh. A); Code 1975 § 11-342)

10.16.030 Restricted parking areas.

It is an infraction to park or leave standing at any time a vehicle, as defined in the traffic code, as adopted by the municipality, in any of the places described in the appropriate appendix to this section on file in the office of the clerk/recorder, when properly posted, except when necessary to avoid interference with other traffic or in compliance with the directions of a policeman or traffic control device. (Ord. 2019-07 § 1 (Exh. A); amended during 1988 codification; Code 1975 § 11-343)

10.16.040 Unlawful parking at curb.

No vehicle may be parked with the left side of the vehicle next to the curb, except on one-way streets. No vehicle may stand or park on a street other than parallel with the curb and with the two right wheels of the vehicle within twelve inches of the regularly established curb line except on those streets which have been marked for angle parking; then a vehicle must be parked at the angle to the curb indicated by such marks. A violation of this section is an infraction. (Ord. 2019-07 § 1 (Exh. A); Code 1975 § 11-344(A))

10.16.050 Parking for certain purposes prohibited.

No person shall park or operate a vehicle upon any street, alley or roadway in the city for the purpose of:

A. Displaying such vehicle for sale;

B. Greasing or repairing such vehicle, except for repairs necessitated by an emergency; or

C. Selling foodstuffs or any other merchandise.

A violation of this section is an infraction. (Ord. 2019-07 § 1 (Exh. A); Ord. 8/23/2005O-11; Ord. 050179D § 2; Code 1975 § 11-344(B))

10.16.060 Loading zones.

When so posted, it is an infraction for the driver of a vehicle to stand or park such vehicle for a period of time longer than is permitted by the posted sign for the loading or unloading of passengers, or for the driver to stand or park any freight-carrying vehicle for a period of time longer than is necessary to load, unload and deliver materials in any place designated as a loading zone and marked as such. (Ord. 2019-07 § 1 (Exh. A); Code 1975 § 11-344(C))

10.16.070 Exceptions for physicians and emergency vehicles.

It is an infraction for any person, except physicians on emergency calls or designated emergency vehicles, when properly posted, to park any vehicle on any street in violation of the posted restrictions. (Ord. 2019-07 § 1 (Exh. A); Code 1975 § 11-344(D))

10.16.080 Alleys.

No person may park a vehicle in an alley in such a manner or under such conditions as to leave less than ten feet of the width of the roadway available for the free movement of vehicular traffic. No person may stop, stand or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property. A violation of this section is an infraction. (Ord. 2019-07 § 1 (Exh. A); Code 1975 § 11-344(E))

10.16.090 Cab and bus stands.

No vehicle other than a licensed taxicab shall be parked in any area designated by ordinance as a taxicab stand, and no vehicle other than a bus shall be parked in a place designated as a bus loading zone. A violation of this section is an infraction. (Ord. 2019-07 § 1 (Exh. A); Code 1975 § 11-344(F))

10.16.100 Parking for more than forty-eight hours.

Unless otherwise posted, it is an infraction for any person to park or leave standing on any public road, street, alley or municipal property any vehicle for forty-eight or more consecutive hours, and any vehicle so parked or left standing may be impounded or removed by the city. For the purposes of impoundment and removal, the city may impound and remove any vehicle which reasonably appears to have remained unmoved for forty-eight consecutive hours. The cost of impoundment and removal shall be charged to the owner who claims the impounded vehicle. (Ord. 2019-07 § 1 (Exh. A); Code 1975 § 11-344(G))

10.16.110 Vehicles required to be inspected.

No person may stop, stand or park, nor may any owner or person in possession, cause or knowingly permit to be stopped or parked on any street, alley or roadway within the city, any vehicle which is required under the laws of the state to be inspected, unless such vehicle has been inspected and has attached thereto in proper position, a valid and unexpired certificate of inspection as required by the laws of the state. A violation of this section is an infraction. (Ord. 2019-07 § 1 (Exh. A); Ord. 050179D § 3; Code 1975 § 11-344(H))

10.16.120 Winter parking.

It is an infraction for any vehicle to be parked on city streets where one inch of snow has accumulated. The parking prohibition shall remain in effect for twenty-four hours after snow has ceased to fall, or until such time as the snow has been removed from the street. (Ord. 2019-13 § 1 (Exh. A); Ord. 2019-07 § 1 (Exh. A); Code 1975 § 11-345)

10.16.130 Regulation of traffic and parking on school grounds.

Pursuant to the authority granted by Section 53G-4-402, Utah Code Annotated, 1953, the local boards of education have delegated the regulation of traffic and parking on school grounds within the city to the city council. With this delegated authority, the city council enacts and adopts the following rules and regulations relating to the control of traffic and parking on school grounds:

A. Applicable state, county and city traffic and parking regulations shall be enforced upon school and school district property.

B. Maximum speed on school and district premises shall be ten miles per hour.

C. Vehicular traffic is limited to entering, exiting and parking. No cruising or loitering will be permitted.

D. All vehicles are restricted to designated roadways. Vehicles may not be driven on lawns, paths or other prohibited areas.

E. No parking will be allowed in the areas where the curb is painted red, designated "NO PARKING," or where such parking would obstruct regular vehicular traffic.

F. Students, staff and faculty may not park in areas designated "FOR VISITORS" or "RESERVED."

G. The following rules and regulations relate to the registration, parking and control of vehicles by students:

1. All district traffic and parking regulations and individual school regulations, if any, shall be distributed to every student and faculty member at or before the beginning of each school year.

2. Students must register with the school all vehicles which will be driven or parked on school property. A registration decal must be displayed on the vehicle as follows:

a. Cars: left side of rear window.

b. Trucks, rough terrain vehicles (jeeps, etc.): lower right side of front window.

c. Motor bikes and cycles: rear frame or rear fender.

d. Other vehicles: as designated by the issuer of the registration decal.

3. Prior to vehicle registration at the local high school and issuance of the decal, the student must possess the following:

a. A valid Utah driver's license.

b. A parent or guardian's written permission for the student to bring a vehicle to school.

c. A signed statement by the parent and student that they understand when any vehicle is on school property the car may be searched, if the school authorities have reasonable cause to suspect that materials that are in violation of municipal ordinances and the school code are stored therein and they further understand that any materials found may be seized and used as evidence in school disciplinary hearings or legal proceedings, or both.

4. Students are to park in the designated parking areas and within parking spaces as directed by painted lines and signs.

5. Faculty and staff parking will be designated.

H. All regulatory signs utilized on district or school property must be placed in conspicuous and appropriate areas of the grounds. All regulatory signs must be approved by the district prior to posting. (Ord. 2019-07 § 1 (Exh. A); Code 1975 § 11-346)

10.16.140 Parking near mailboxes.

Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, or momentarily to pick up or discharge a passenger or passengers, no person may park a vehicle, whether occupied or not, within fifteen feet of a public or private curbside mailbox between the hours of eight a.m. and five p.m. A violation of this section is an infraction. (Ord. 2019-07 § 1 (Exh. A); Ord. 3/18/2003O-3 § 1)

10.16.150 ~~Overnight p~~Parking of certain vehicles prohibited~~—~~ Exceptions.

A. Except as provided under this section or ~~U~~unless otherwise posted by a traffic control device, it is an infraction for any of the following vehicles to be parked on any street, alley, or roadway within the city ~~between the hours of ten p.m. and seven a.m.:~~at any time:

~~A~~1. Buses;

~~B~~2. Mobile homes;

~~C~~3. Off-highway vehicles excluding street-legal ATVs;

~~D~~4. Pole trailers;

~~E~~5. Recreational vehicles;

~~F~~6. School buses;

~~G~~7. Semitrailers;

~~H~~8. Trailers;

~~I~~9. Truck tractors;

~~J~~10. Any vehicle without motive power; and

~~K~~11. Any vehicle that is more than eight feet tall, eight feet wide, twenty-two feet long, or has a gross weight in excess of ten thousand pounds.(Ord. 2023-10 § 1 (Att. A); Ord. 2019-07 § 1 (Exh. A))

B. Vehicles listed under Subsection 10.16.150(A) may park on any street, alley, or roadway if the vehicle is actively loading or unloading people or property, and the vehicle is moved immediately upon completion of the loading or unloading. (Ord. 2023-10 § 1 (Att. A); Ord. 2019-07 § 1 (Exh. A))

10.16.160 Commercial vehicle parking prohibited.

No person may stop, stand, or park any vehicle used for commercial purposes on any street, alley, or roadway within the city at any time, except when the vehicle is:

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A. Actively loading or unloading people or property, and the vehicle is moved immediately upon completion of the loading or unloading; or

B. Parked while the person is performing a service to or on an adjacent property, and the vehicle is moved immediately upon completion of the service.

The first violation of this section is an infraction. A second or subsequent violation of this section is a class C misdemeanor.

10.16.170 City parking facilities regulations.

A. It shall be an infraction for any person in any public parking lot, area, garage, or structure that is owned, operated, or maintained by Midvale City to:

1. Stop, stand, or park any vehicle between the hours of ten p.m. and seven a.m.; or

2. Stop, stand, or park any commercial vehicle for more than one hour without the permission of the City.

B. These prohibitions do not apply to:

1. City-owned vehicles;

2. Authorized emergency vehicles;

3. Vehicles of City employees or contractors engaged in official business for the City; or

4. Vehicles otherwise authorized to park at said location by the City.

10.16.~~160~~180 Authorized emergency, public, and highway work vehicles.

The following are exempt from the requirements of this chapter when performing their official function:

A. Authorized emergency vehicles, as defined under Section 41-6a-102, Utah Code Annotated, 1953, as amended;

B. Publicly owned vehicles;

C. Highway vehicles and equipment engaged in work on a city street, alley, or roadway. (Ord. 2019-07 § 1 (Exh. A))

The Midvale Municipal Code is current through Ordinance 2025-15, passed September 2, 2025.

Disclaimer: The city clerk's office has the official version of the Midvale Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: www.midvalecity.org

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MIDVALE CITY COUNCIL
STAFF REPORT
11/18/2025

SUBJECT

Discussion of updates to Midvale City Code Title 7 Chapter 04 Emergency Abatement to ensure compliance with due process rights.

SUBMITTED BY

Daniel Van Beuge, Deputy City Attorney

BACKGROUND AND OVERVIEW

The proposed text amendment to Title 7 of Midvale City Code is to address procedural gaps related to due process, particularly concerning emergency abatements. Due process requires three things: notice, the opportunity to be heard, and a decision by a neutral decision-maker.

Staff recently discovered the procedural shortcomings when they addressed an imminent life safety concern. During the process of handling the recent emergency abatement, staff noted that individuals are entitled to a hearing before our hearing officer. However, the emergency abatement chapter, as currently written, has no requirement for the City to provide notice of an emergency abatement. An affected individual would not know of their right to appeal because they are currently not required to be notified of the City's decision and actions.

In order to comply with a person's due process rights, the proposed text amendment would require the City to provide notice of the City's actions to the responsible person, as well as informing the responsible person of their right to a hearing regarding the City's actions. The proposed text amendment incorporates the notice requirements already provided for in Title 7.

Chapter 7.04
EMERGENCY ABATEMENT

Sections:

7.04.010 Emergency abatement.
7.04.020 Procedures.

7.04.010 Emergency abatement.

A. Whenever the director determines that an imminent life safety hazard exists in accordance with the International Building Code, International Residential Code and/or the International Fire Code that requires immediate correction or elimination, the director shall exercise the following powers without prior notice to the responsible person:

1. Order the immediate vacation of any tenants, and prohibit occupancy until all repairs are completed;

2. Post the premises as unsafe, substandard, or dangerous;

3. Board, fence, or secure the building or site;

4. Raze and grade that portion of the building or site to prevent further collapse, and remove any hazard to the general public;

5. Make any minimal emergency repairs as necessary to eliminate any imminent life safety hazard; or

6. Take any other action appropriate to eliminate the emergency.

B. The director may, based on probable cause, enter property without a search warrant or court order to accomplish the above-listed acts.

C. The director shall pursue only the minimum level of correction or abatement necessary to eliminate the immediacy of an imminent life safety hazard. Costs incurred by the city during the

emergency abatement process shall be assessed and recovered against the responsible person. (Ord. 8/27/2002A (part))

7.04.020 Procedures.

A. ~~The director shall pursue only the minimum level of correction or abatement necessary to eliminate the immediacy of a hazard. Costs incurred by the city during the emergency abatement process shall be assessed and recovered against the responsible person~~Upon commencing an emergency abatement, the City shall serve a notice of emergency abatement to the responsible person as soon as practicably possible, but no later than ten calendar days from starting the emergency abatement. Such notice shall include a description of the imminent life safety hazard.

B. ~~—~~The director may also pursue any other administrative or judicial remedy to abate any remaining violations.

C. After an emergency abatement, the ~~city~~ City shall~~, within ten days,~~ serve a notice of itemized bill for costs to the responsible person for the abatement action taken. ~~Such notice shall include a description of the imminent life safety hazard.~~This notice shall be served within ten days of completion of the abatement.

D. The~~A~~ responsible person has the right to an administrative enforcement hearing concerning the emergency abatement and the itemized billing. A separate written request for ~~such~~ a hearing shall be in writing and shall be filed for each notice being appealed ~~-~~within ten calendar days from the date of service of the specified notice~~the notice of itemized bill for costs~~. The request shall comply with the requirements in Section 7.02.020 for requesting an administrative enforcement hearing. Failure to request an administrative enforcement hearing as provided herein shall constitute a waiver to an administrative enforcement hearing and a waiver to the right of appeal for the specified notice.

E. The City may continue to abate the imminent life safety hazard, even upon receiving a written request for a hearing, until the director determines that the imminent life safety hazard has been abated or corrected, or there is an order from the hearing officer ordering the City to stop its abatement of the imminent life safety hazard. (Ord. 8/27/2002A (part))

The Midvale Municipal Code is current through Ordinance 2025-12, passed June 17, 2025.

Disclaimer: The city clerk's office has the official version of the Midvale Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

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